



EMALAHLENI LOCAL MUNICIPALITY



BID NO: ELM 04/2021 (RE- ADVERT)

CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the standard specifications.

C3. 2.1



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.2.3 DRAWINGS

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The drawings listed below are attached in order to give an overview of the project.

- Site plan
- Weighbridge rebar details
- Weighbridge general layout
- Weighbridge control room details
- General details of roads and channels

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

The applicable drawings are attached under Part C.5

C3.2.4 DESIGN PROCEDURES

Designs shall be concluded by the Engineer and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the Engineer for capturing. Under no conditions will the contractor deviate from the issued design unless the Engineer formally approves thereof in writing.

C3.2.2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Emalahleni Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

The system of measurement of preferential procurement points shall be as defined in the Section T1.3: Tender Data.

C3.3.2 USE OF LOCAL LABOUR

It is a requirement of the Employer that the maximum possible use is made of local labour.

The Contractor is therefore required to limit the use of non-local labour to key personnel only and to employ only local labour on this Contract.

The Contractor shall fill in the relevant forms regarding "Key Personnel" and state how many non-local key personnel he intends to employ in the various categories.

The numbers stated in the "Key Personnel" forms shall be strictly controlled during the Contract Period and any increase in numbers shall be subject to the approval of the Engineer."

C3. 2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.3.3 SUB CONTRACTORS, SMME's, FEMALES AND YOUTH

The Contractor shall seek approval of all subcontractors prior to them starting work on site.

At least 20% of the contract value must be awarded to and be carried out by SMME's.

The female component of the total labour force, including labour employed by SMME's must be maximised.

The youth (35 years and under but out of school) component of the total labour force, including labour employed by SMME's must be maximised and must take up not less than 30% of the total labour days expended on the contract.

The disabled component of the total labour force, including labour employed by SMME's must be maximised and must take up not less than 2% of the total labour days expended on the contract.

The Contractor shall submit with his monthly payment statement the "Monthly Data Sheet" (Included in Part C1.2) detailing the SMME's and the breakdown of labour, including labour employed by SMME's utilised on the contract to date.

The Employer reserves the right to delay payments to the Contractor should the Contractor fail to provide any item of the required documentation timeously.

In the event of any discrepancy between the requirements of this Clause and the Local Municipality's Procurement Policy, the Procurement Policy shall take precedence

C3. 2.2

Contractor

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Witness 2

Employer

Witness 1

Witness 2



EMALAHLENI LOCAL MUNICIPALITY



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CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

C3.4 : CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based on the following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SABS 1200 A	General
SABS 1200 C	Site Clearance
SABS 1200 DAH	Earthworks (small works)
SABS 1200 DB	Earthworks (Pipe trenches)
SABS 1200 DM	Earthworks Roads Subgrade
SABS 1200 GA	Concrete (small works)
SABS 1200 LB	Bedding (pipes)
SABS 1200 LC	Cable Ducts
SABS 1200 LE	Stormwater Drainage

C3.5.2 PLANT AND MATERIALS

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3. 2.3



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.5.3 CONSTRUCTION EQUIPMENT

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C3.5.4 EXISTING SERVICES

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 SITE ESTABLISHMENT

Tenderers should note that the term 'Site Establishment' as used in the Bill of Quantities and other parts of this document shall cover all items involved in the establishment by the Contractor of his construction camps for carrying out the works, their maintenance and their removal at the end of the Contract and includes all accommodation and facilities he considers necessary to the Engineer, his personnel, plant, stores, etc. It also includes all movement of personnel and plant from the site, preparatory to starting work, and from site after completion of the work and leaving the site clean and tidy and free of any obstructions to the approval of the Engineer.

C3. 2.4

Contractor

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Witness 2

Employer

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Witness 2



It shall also be deemed to include site sanitary arrangements, all insurances as called for in various sections of this document, all site and head office supervision and travelling expenses there by entailed.

▪ **Source of Water Supply**

The Contractor is to arrange with the Local Authority for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. Under no circumstances may potable water be used for construction, unless written permission is granted by the Engineer.

▪ **Sources of power supply**

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

▪ **Location of camp and depot**

The Engineer shall point out the position of the Contractors camp to the Contractor during the site inspection. The Contractor may assume that the site camp will be within 2 km of the site.

▪ **Sanitary facilities**

The Contractor shall supply suitable and adequate sanitary accommodation for the use of the Engineer and the Contractor's staff and workmen during working hours. Such accommodation shall be to the satisfaction of the Engineer and shall conform to Local Authority requirements. The Contractor when tendering shall acquaint himself fully with these requirements.

The Contractor shall maintain in a thoroughly clean and orderly condition, move as required and finally remove from site all such sanitary accommodation and make good.

The siting of the sanitary accommodation must be excluded from public view and their use will be strictly enforced.

▪ **Temporary offices**

The Contractor is not required to provide any specific office space for the Engineers, but the Contractors' offices shall have adequate space and facilities for the purpose of electrical site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

C3. 2.5

Contractor

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▪ **Name Boards**

The provision of a name board will be supplied by the Main Contractor.

▪ **Contractor's Offices**

Contractor's office will be the responsibility of the Main Contractor.

▪ **Temporary Sheds**

The Contractor shall provide, erect, move and re-erect as necessary, maintain and remove at completion, ample temporary sheds for the proper storage of materials and tools and for the use if the workmen and watchmen, including special weatherproof sheds for the storage of cement.

▪ **Accommodation for Site Meetings**

Accommodation for General Site Meetings will be the responsibility of the Main Contractor.

▪ **Engineer's Offices**

An Engineer's Office will not be required for this contract.

▪ **Telephone Facilities**

No Telephone Facilities are required for this contract.

C3.5.6 SITE USAGE

▪ **Ground and access to the works**

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Emalahleni Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to a minimum and within acceptable levels to the discretion of the Engineer

▪ **Care, damage and protection**

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated

C3.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ **Survey beacons**

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ **Blasting**

Extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless —

C3. 2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (a)____ it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
- (i) it is held against the surface with a force of at least twice its weight; and
 - ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

The Contractor shall indemnify the Employer against any claims for damages to persons of property on or near the site, from any cause whatsoever arising out of the use of explosives. The Contractor will be held solely responsible for and shall make good at his own expense any damages that occur through the use of explosives. No claims for any extras whatsoever will be entertained if the use of explosives, pneumatic drills or other noisy means of excavation is prevented or restricted either by order of the Police, Public Bodies or the Courts.

Where rock blasting is to take place, it shall be executed in such a manner that the blasting rock shall be suitable for rock fill on the Site.

The Tenderer's rates for Class 'B' material (i.e. material requiring blasting before excavation) shall include, inter alia, for the provision of the requisite explosives, the transport and storage of explosives, the provision of qualified personnel, drilling of holes, setting out of holes, provision of blasting designs and patterns for approval, and for all transport, plant material and things required to complete the work

▪ **Protection of existing vegetation**

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ **Use of construction vehicles and equipment**

The contractor shall ensure that all construction vehicles and mobile plants —

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - have received appropriate training and been certified competent and been authorised to operate such machinery; and

C3. 2.8

Contractor

Witness 1

Witness 2

Employer

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Witness 2



- are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

▪ **Supervision and Engineer's Instructions**

During the execution of the Contract Works in the site and until completion thereof, the Contractor shall keep on site one competent Site Agent (approved of in writing by the Engineer, which approval may be withdrawn at any time) who shall superintend the work, receive on behalf of the Contractor instructions from the Engineer and be responsible for the behaviour of the Contractor's employees.

The Contractor shall have on site as necessary competent representatives and senior foremen in charge of the work in progress. The Engineer will require details of past experience of agents and senior foremen to be submitted to him for approval before they up position on the site.

The Contractor shall carry out and maintain the Contract Works in strict accordance with the Contract documents to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions on any matter within the scope of the Contract (whether mentioned in the Contract or not) who may, in his absolute discretion and from time to time, issue further drawings, details and/of written instructions, and/or directions and/or written explanations.)

C3. 2.9

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▪ **Watching and Lighting**

The Contractor must programme his work in such a way that the Area is secure at all times. The Engineer reserves the right to suspend work if, in his opinion, this condition is not being complied with and, further, to make secure the Area and recover any costs involved in labour and materials from monies due to the Contractor.

The Contractor shall make provision in the nature of temporary works as may be required for the purpose of ensuring the safety of adjoining works and property and for the protection of all persons or animals. He shall be responsible for all damage, injuries and accidents that may occur through his omission of any necessary provision in this respect.

The Contractor shall make full provision for all watching and lighting necessary for the protection of all persons, animal, vehicles, etc. from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc. around open trenches, stacks of material, excavated materials, debris of the like, and shall provide walkways over trenches wherever required for the convenience and safety of the public.

The Contractor shall:

Protect the works from all storms and from surface and subterranean water, provide all necessary temporary drains, trenches, piping, eaves, gutters, downpipes, etc. and other requisite protection from inclement weather to the whole or any part of the works. Provided and maintain all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc. as required. The Contractor shall be responsible for any damage which may occur and shall make good the same at his own expense.

Allow fires only in such places as are approved by the Engineer. Any workmen lighting fires in an unauthorised place shall immediately be dismissed.

▪ **General Protection and Repairs**

All existing works shall be protected against possible damage by construction activities by the Contractor, and any damage shall be repaired to the Engineer's satisfaction at the Contractors cost.

▪ **Samples of Materials**

Samples of materials to be used upon the Works shall, when required, be submitted at the Contractor's expense to the Engineer for approval before use, and any material brought on to the Works which, in the opinion of the Engineer, does not meet with standard of the sample so submitted or is considered by him in any way unsuitable for its designed purpose, shall be removed immediately after instructions to that effect have been given.

C3. 2.10

Contractor

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Employer

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▪ **Use of Portland Blast Furnace Cement**

The use of Portland Blast Furnace Cement will be prohibited on these works unless prior agreement is reached with the Engineer. The Tenderer shall quote rates in the Schedules allowing for the use of Portland Cement in all cases.

▪ **Classification of Excavation Material**

Class 'B'

This material shall be rock occurring in bulk or in bands or ledges, the practicable excavation of which in the opinion of the Engineer will necessitate the use of explosives. This material shall also include undecomposed boulders exceeding 0,5 cubic meters in volume. (This classification shall apply whether or not blasting is carried out).

Class 'A'

This material shall be all material that, in the opinion of the Engineer, can be removed by any means other than explosives. This material shall also include dump rock and boulders not exceeding, 0,5 cubic meters in volume.

Note: If the Contractor considers that any material to be excavated can only be removed by explosives he shall submit a written request to the Engineer for his ruling. Failing such a request, the excavations shall be deemed to be in Class 'A'.

The decision of the Engineer as to the classification of the material shall be final and binding and any objections to the classification must be made in writing before the excavations are being backfilled.

▪ **Local Authority, Provincial or Government Administration, Etc.**

The Contractor shall acquaint himself with all and any standards and requirements laid down by a Local Authority, Provincial or Government Administration, etc. for the work about to be executed, and shall abide by such standards and requirements throughout the duration of the Contract.

▪ **Bill of Quantities**

Tenderers shall price all work to be performed under this Contract by making use of the quantities of material, equipment and labour detailed in the Bill of Quantities and by relating these quantities to the requirements of the applicable clause in the specification. It is necessary to detail before pricing out the Contract.

C3. 2.11

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C3.5.7 MANAGEMENT OF THE WORKS

▪ **Planning and programme**

The Contractor shall deliver to the Engineer within 14 days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

▪ **Setting out of the works**

The Contractor shall make use of a qualified surveyor to set out the work and shall issue a surveyor's certificate to the Engineer to the effect. All necessary pegs, profiles, sight rails and other devices required for the proper alignment of the work, shall be secured by concreting in and shall be erected and maintained by the Contractor to the satisfaction of the Engineer.

The Contractor shall remain wholly responsible for the setting out of work pertaining to this contract in accordance with the drawings supplied. Although the Engineer may require such setting out and levels to be checked from time to time, such checking will not relieve the Contractor of his full responsibility for the accuracy of such setting out and levels.

The cost of all such setting out, etc. shall be borne by the Contractor and shall be deemed to be included in the Scheduled rates.

▪ **Excavation of works & safety**

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

C3. 2.12

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- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ **Inspection by Engineer**

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ **Employment of local labour**

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Emalahleni Municipality and the Contractor may only bring in key personnel from outside this area. **The fixed rate for the appointment of local labour will be as per set out by the Bargaining Council of South Africa. This will be payable by the Contractor on Hourly basis.** The Contractor's attention is drawn to the standard rates specification as set out by the National Bargaining Council of South African for Area. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

C3. 2.13

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▪ **Site Meetings**

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ **Communication**

The Engineer's representative on this project will be: **Ms Mpho Masuku**
Contact No: 082 257 7628

▪ **Daily Records**

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ **Compliance with applicable laws**

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ **Payment Certificates**

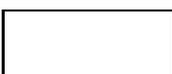
As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

▪ **Clearance of site**

On completion of each section of the Works, or if directed by the Engineer on completion of any portion of it, the Contractor shall carefully restore to their original conditions the grounds, roads, pavements, lanes, lawns, fences and any structure that may spoil resulting from the excavation, rubbish, tools, tackle, plant and material must be removed immediately from each section of the work as soon as it is completed.

Except where specifically scheduled, no extra payment will be made to the Contractor for the restoration of the surfaces, the cost of restoring same will be held to be included in the Contractor's rates for site establishment.

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▪ **Termination of Contract**

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 9 of the General Conditions of Contract for Construction Works (2010), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

C3. 2.15

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



C3.5.8 HEALTH AND SAFETY

▪ **Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ **Accommodation of traffic**

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

C3. 2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Emalahleni Local Municipality. All work is to be to the satisfaction of the Engineer.

▪ **Reporting of accidents**

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury of death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

C3.5.9 INFORMATION REQUIRED WITH TENDERS

▪ **Descriptive Catalogues and Brochures**

Tenderers shall supply with their tender's descriptive catalogues, brochures and illustrations pertaining to the equipment offered for the Installation. Failure to comply with these requirements may render the tender liable to disqualification.

▪ **List of Contracts Performed**

Tenderers are requested to submit in their tenders a list of contracts of a similar type executed for other clients.

Tenderers shall furnish details of such contracts performed, including the relevant contract sums (expressed in S.A. currency value), and the number of identical installations included in each project.

▪ **Sub-Contracting**

The construction of a weighbridge shall be sub contracted to a specialised weighbridge manufacturer. Failure to provide proof of intention to sub contract the specialised work will lead to disqualification of the tenderer.

All specialised work must be done by a specialist, and approval of the specialist should be done through the Consulting Engineer. The construction of a 24m weighbridge should be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- SANAS accreditation
- Work which will be sub-contracted to him/her

C3. 2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2010), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5.10 EMPLOYERS LIFTING EQUIPMENT

No lifting equipment belonging to the Employer shall be available on the site. The Contractor shall make his own provisions in this regard.

C3.5.11 CONTRACTOR PERSONNEL

The Contractor shall be responsible for the accommodation, feeding and transport of his personnel.

C3.5.12 LABOUR

The Contractor shall make his own arrangements concerning housing for his labour and shall comply with the relevant laws governing the employment of labour.

C3.5.13 TRANSPORT OF MATERIALS

All materials for the works shall be delivered by road by the Contractor.

C3.5.14 OFF-LOADING OF MATERIALS

The contractor shall supply all the necessary labour, tools and equipment for the off-loading of materials and equipment by him.

C3.5.15 HANDING OVER OF SITE AND PROTECTION OF EXISTING WORKS

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. Not more than three weeks and not less than one week before commencing his operations on any particular site, the Contractor shall request the latest available drawings showing the location of

C3. 2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



services already installed and the latest proposals for any further services and connections to buildings which may still be required. Should any additional services or departures from such proposals become necessary, the contractor will be issued with drawings showing such proposed alterations.

The Contractor shall take all necessary steps to ascertain which services have actually been installed and to protect any existing works whatsoever against damage which may arise as a result of his operations on site. The Contractor shall be responsible for the repair of damage to any services the possible existence of which could reasonably have been ascertained by him in good time.

The Contractor shall assume full responsibility for the further protection and care of existing works handed over to him and shall report in writing to the Engineer any defects and/or obstructions which may be found:-

- (a) within five working days of the site being handed over to this Contractor in the case of service structures and/or pipelines which are open to view or capable of being inspected after the lifting away of removable covers only;
- (b) within one working day of works being opened up under this contract after having previously been covered over with gravel in terms of another contract, or
- (c) within one working day of work under this contract being commenced on any particular section of existing earthworks carried out as part of a previous contract.

In the event of any existing works being found defective and/or obstructed and duly reported in accordance with the provisions of the foregoing paragraph, the Engineer shall inform the contractor of the remedial measures which will be taken, in all probability by another contractor in terms of the maintenance provisions of a previous contract. Once the necessary remedial measures have been taken to the satisfaction of the Engineer and of the Contractor, further protection and care of the service(s) concerned shall become the responsibility of the Contractor.

Failure on the part of the Contractor to report existing defects within the appropriate period allowed, shall result in the Contractor being held fully responsible for rectifying such defects.

Machine excavation near existing services and buildings will only be permitted to the extent agreed to by the Engineer and will be dependent on the skill of the Operator(s) involved. Notwithstanding authorization by the Engineer of any machine excavation, the Contractor will be responsible for the repair of any damage which may occur in the process. No additional payment will be made for any hand excavation which may be required.

Any service, structure or foundation which may be exposed during the course of excavation shall be adequately shored, strutted, slung or otherwise suitably protected. No backfilling shall be commenced before the item concerned has been inspected and passed by the Engineer as being undamaged.

C3. 2.19

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



The Contractor shall conduct his operations in such a manner as not to increase the danger of flooding on sites occupied by other contractors.

Temporary access roads which may be required to reach various parts of his site, will be the Contractor's responsibility.

C3.5.16 INSPECTION OF PORTIONS OF THE WORK

The Contractor shall advise the Engineer when specific parts of the installation have been completed so that it can be inspected by the Engineer before closing up of the work. The findings of such intermediate inspections shall be systematically recorded by the Contractor on a pro-forma which shall be specially devised for the purpose.

C3.5.17 FINISHING AND TIDYING AND PERIOD OF MAINTENANCE

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this contract. On no account must spoil, rubble, materials, equipment unfinished operations be allowed to accumulate in such manner as to unnecessarily impede the activities of others and in the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of relevant works in the area(s) concerned without thereby prejudicing the right of others to institute claims against the contractor on the ground of unnecessary obstruction.

Finishing and tidying must not simply be left to the end of the contract. The specified period of maintenance in respect of any specific section of the work shall commence on the date on which the section concerned is accepted by the Engineer and by the Employers Representative(s) as being fully completed, including finishing and tidying.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other Contractors.

C3.5.18 MARKING OF MATERIALS

The Contractor shall ensure that all materials and equipment delivered to him on site are consigned in his name and that they are properly marked to facilitate identification on the site and to avoid confusion with materials consigned to other Contractors.

C3.5.19 ACTS AND REGULATIONS

The Installation shall be done in accordance with the following Acts and Regulations.

- (a) SABS Code of practice for the wiring of premises.

C3. 2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (b) The "Health and Safety Act" No. 85 of 1993.
- (c) The Mines and Works Regulations, Government Notice No. R1609 of the 28th September, 1962.
- (d) The local Municipal Bylaws and Regulations as well as regulations of the local Supply Authority.
- (e) The local fire regulations.
- (f) General Post Office regulations.

In addition, the Contractor shall issue all notices and pay all the required fees in respect of the Installation to the authorities; and shall exempt the Employer from all losses, costs or expenditures which may arise as a result of the Contractor's negligence to comply with the requirements of the regulations enumerated in this paragraph.

Should any requirement, by-law or regulation, which contradicts this specification, apply or become applicable during erection of the Installation, such requirement, by-law or regulation shall overrule the Specification; and the Contractor shall immediately inform the Engineer of such contradiction.

Under no circumstances shall the Contractor carry out any variations to the installation in terms of such contradictions without obtaining written permission to do so from the Engineer.

C3. 2.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2