



PROJECT NO: 173320/2

CONSTRUCTION OF WESTERN HIGHVELD BULK WATER SUPPLY SCHEME
WORK PACKAGE 2

C1.2 CONTRACT DATA

GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)

CONDITIONS OF CONTRACT

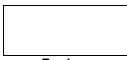
The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from www.saice.org.za.

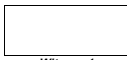
CONTRACT SPECIFICATION DATA

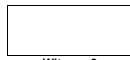
The following contract specification data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract:

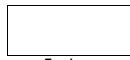
Part 1: Data Provided by the Employer

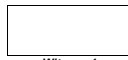
Clause	Data
1.1.1.5	The "commencement date" means the date of issuing the site handover certificate/ instruction to commence to the contractor.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Completion is 36 Months .
1.1.1.15	The Name of the Employer is Nkangala District Municipality
1.2.1.2 (a)	The Employer's address for receipt of communication is: 2A Walter Sisulu Street Middelburg 1050 P O Box 437 Middelburg 1050 Telephone: 013 249 2000 Facsimile: 013 249 2145
1.1.1.16	The Employer's Agent is: Kufanikiwa Consulting (Pty) Ltd The Employer's Agent shall act in accordance with the powers, duties and responsibilities assigned to the Employer's Agent under the General Conditions of Contract and the Contract Data.

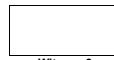

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1.2.1.2 (b)	The Employer's Agent's address for receipt of communication is: 11 Deby Place Derby Downs, Office Parck Westville 1201 Telephone: 031 701 1038/ 063 646 8511 Email: info@kufanikiwa.co.za
1.2.1	Add the following to the clause: 1.2.1.3 Sent by e-mail irrespective of it being during office hours or otherwise. 1.2.1.4 Delivered by a courier service and signed for by the recipient or his representative.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.3.5	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.2.3	The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.

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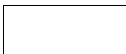
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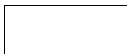


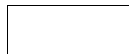
PROJECT NO: 173320/2

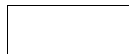
CONSTRUCTION OF WESTERN HIGHVELD BULK WATER SUPPLY SCHEME
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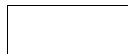
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works (including Temporary Works) designed by the Contractor: i. Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice. ii. Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). iii. Design calculations should the Employer's Agent request a copy thereof. iv. Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. v. "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
4.3.4	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

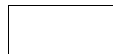

Tenderer


Witness 1


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Employer


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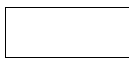

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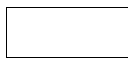


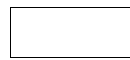
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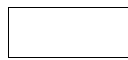
4.3.5	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	Add the following new clause: the Contractor shall: i) employ Targeted Labour from the Target Area(s) as stated in the Contract Data; and ii) subcontract Targeted Enterprises as stated in the Contract Data; and iii) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s) as set out in the Scope of Works.
4.4.1	Add the following: It is a requirement of this project that the the successful tenderer must9 subcontract portions of the works as identified and reinforced by the employer's agent. Add the following sub-paragraphs: 4.4.8 The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the <i>General conditions of subcontract for construction works, first edition (2018)</i>. 4.4.9 If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 7 days after the date on which the Contractor has received payment for the relevant works.

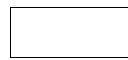

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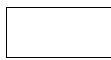

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	4.4.10 The Contractor shall disclose all subcontracting arrangements. 4.4.11 The security held for all subcontractors shall not exceed the security provided by the Contractor in term of clause 6.1 of this contract. 4.4.14 All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD). 4.4.15 All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council. 4.4.16 All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed. If the Contractor fails to disclose all subcontracting agreements, or fails to comply with the requirements of this clause he shall be given 14 days to make representation as to why: (i) the contract shall not be terminated. (ii) the Contractor shall not be penalised up to 10% of the value of the contract."
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required before commencement with Works Execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.


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5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information
5.7.1	Delete the last paragraph of the clause and replace with the following: No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays, which shall generally be from 16 December to the start of the first full working week in January.
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
5.13.	Delete the contents of the clause and insert the following: 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be: R15 000 per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); Then the appropriate penalty for delay referred to in Clause 5.13.1 above may be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.

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	5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be cumulative. The Employer may recover such penalties by deducting the applicable amounts from any monies due or becoming due to the Contractor, in addition to any other rights or remedies available to the Employer under the Contract. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.												
5.14.1	The requirements for reaching Practical Completion are: i. Completion of all reinforced concrete structures and pipelines including testing ii. Completion of all civil works including access roads, fences, admin building and any other items relating to security for the site and operators; iii. Completion of all mechanical & electrical works including starting up, testing, commissioning and 12 months Trial Operational Period for the complete works;												
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be: A fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works completed.												
6.3.1	before the employer's agent can order a variation, they must have obtained prior approval from the employer.												
6.8.2	Contract Price Adjustment will be applicable for this contract. Contract Price Adjustment (CPA) shall apply to this Contract in accordance with the provisions of the General Conditions of Contract (GCC) 2015 (3rd Edition). The value of each payment certificate shall be adjusted in accordance with the Contract Price Adjustment formula contained in the GCC and the Contract Data. The non-adjustable portion of the Contract Price shall be: $X = 0.15$ The adjustable portion of the Contract Price shall comprise the following coefficients: <table><thead><tr><th>Cost Component</th><th>Coefficient</th></tr></thead><tbody><tr><td>Labour (a)</td><td>0.20</td></tr><tr><td>Contractor's Equipment (b)</td><td>0.15</td></tr><tr><td>Materials (c)</td><td>0.55</td></tr><tr><td>Fuel (d)</td><td>0.10</td></tr><tr><td>Total Adjustable Portion</td><td>0.85</td></tr></tbody></table>	Cost Component	Coefficient	Labour (a)	0.20	Contractor's Equipment (b)	0.15	Materials (c)	0.55	Fuel (d)	0.10	Total Adjustable Portion	0.85
Cost Component	Coefficient												
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Total Adjustable Portion	0.85												

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The indices applicable to the adjustable components shall be those published by **Statistics South Africa** as follows:

Cost Component	Applicable Index
Labour	Consumer Price Index (CPI) for Mpumalanga Province, as published by Statistics South Africa (Stats SA) in Statistical Release P0141, applicable provincial CPI table.
Contractor's Equipment	Plant and Equipment Price Index, as published by Stats SA in Statistical Release P0151.1 – Construction Materials Price Indices, applicable table.
Materials	Civil Engineering Materials (excluding bitumen) Price Index, as published by Stats SA in Statistical Release P0151.1 – Construction Materials Price Indices, applicable table.
Fuel	Diesel/Fuel Price Index, as published by Stats SA in Statistical Release P0142.1 – Producer Price Index (PPI), applicable petroleum-products table.
Cost Component	Applicable Index

The **Base Month** for the Contract Price Adjustment shall be the month immediately preceding the Tender Closing Date.

Where any of the above statistical indices are discontinued, replaced, or amended, the Employer shall apply the successor index or an equivalent index published by Statistics South Africa in accordance with the provisions of the GCC.

6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet

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	resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.
8.6.1	Insurance of the Works Required.
8.6.1.2	Special Risks Insurance SASRIA All Risk Insurance is required. The Contractor shall obtain and maintain the required SASRIA Special Risks Insurance for the duration of the Contract.
6.11.1.3	To replace "15 %" to be "20 %"
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

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Part 2: Data Provided by the Contractor

Clause	Contract Data		
1.1.1.9	The name of the Contractor is: 		
1.2.1.2	The address of the Contractor is: 		
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

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