



CONTRACT NO: [2023/038]

CONTRACT TITLE:

[**SUPPLY, INSTALLATION, AND COMMISSIONING OF DOUBLE WELDED, GALVANIZED FENCE AT WIGGINS WW**]

VOLUME 2 – Agreements, Contract, Pricing and Scope

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg
3201

Tender Queries:

Contact Name: [Snehlanhla Hlongwane]
Telephone: [033 341 1369]

Name of Tenderer:

National Treasury CSD Number:

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer at the close of the process of offer and acceptance.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

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C1.1 FORM OF OFFER AND ACCEPTANCE

A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER NO. 2023/038 – SUPPLY, INSTALLATION AND COMMISSIONING OF A DOUBLE WELDED, GALVANIZED FENCE AT WIGGINS WW

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R (In words

.....), This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

FOR THE TENDERER:

Signature: (of person authorized to sign the tender)

Name: (of signatory in capitals)

Capacity: (of signatory)

Name of Tenderer: (organization)

Address:

Telephone number: **Fax number:**

CIDB Registration Number of Tenderer:

WITNESS:

Signature:

Name: (in capitals)

Date:



B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- C.1 Agreements and Contract Data, (which includes this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Sections C.1 to C.5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Signature:

Name: *(of signatory in capitals)*

Capacity: *(of signatory)*

Name of Employer: *(organization)*

Address:

.....

Telephone number: Fax number:

WITNESS:

Signature: **Name:** *(in capitals)*

Date:

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

- 1. **Subject:**
Details:
.....
- 2. **Subject:**
Details:
.....
- 3. **Subject:**
Details:
.....
- 4. **Subject:**
Details:
.....
- 5. **Subject:**
Details:
.....
- 6. **Subject:**
Details:
.....
- 7. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

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C1.6.

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on this

the (day) of(month) 201..... (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

It is agreed that the only variations from the said General Conditions of Contract are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. They shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the SCC hereafter are numbered "SCC" followed in each case by the number of the applicable Clause or Sub-Clause in the GCC 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the GCC 2015.

SCC 1.1 Definitions

Add the following at the end of Sub-Clause 1.1.1:

SCC 1.1.1.35 “Client”, as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as “Employer”.

SCC 1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as “Contractor”.

SCC 4.4 Sub-Contracting

SCC 4.4.1 ***Insert the following after the existing wording:***

“The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board (CIDB). Proof of registration and grading shall be submitted to the Employer’s Agent prior to the award of any such work to a Sub-Contractor.

The Employer reserves the right to refuse payment to the Contractor for work carried out by Sub-Contractors who were not appropriately registered and graded by the CIDB at the time the work was being carried out.

Subsequent registration and grading by the CIDB of Sub-Contractors shall have no force or effect in curing the non-compliance retrospectively.”

SCC 4.4.4 ***Insert the following after the existing wording:***

“The contractual relationship between the Contractor and any of its CPG Partners shall be the same as if the Contractor had appointed the CPG Partner in terms of Clause

4.4.3. However, the requirements of and the procedures set out under PS 12 Selected Sub-Contractors included in Section C.3 Scope of Work shall not apply to CPG Partners.

The contractual relationship between the Contractor and its CPG Partners shall be as agreed upon between the Employer and the Contractor during the process of CPG negotiations prior to the award of the Contract, and as recorded in the Schedule of Deviations.”

SCC 4.4.5 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

SCC 4.4.6 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

SCC 4.4.7 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

SCC 4.5 Notices and fees

SCC 4.5.2 **Employer’s responsibility for approval**

Insert the following after the existing wording:

“The Employer shall be responsible for obtaining any construction work permit which may be required in terms of Regulation 3(1) of the Construction Regulations, 2014 (promulgated under Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)).”

SCC 4.5.3 **Contractor’s responsibility for consents**

Insert the following after the existing wording:

“Failure by the Contractor to provide in a proper and timeous manner all the necessary information and documents as required by Regulation 3(5) of the Construction Regulations, 2014, or as requested by the Employer or his agent, shall result in any claim which the Contractor may make in connection therewith for an extension of time, any direct or indirect costs, or any damages claim, being rejected.”

SCC 4.5.4 **Contractor to be compensated**

Insert the following after the existing wording:

“The costs incurred by the Contractor in providing the necessary information and documents pursuant to the application for a construction work permit required by Regulation 3(1) of the Construction Regulations, 2014 shall be deemed to be included in the Contractor’s rates and prices, whether itemized separately in the Bill of Quantities or not.”

SCC 5.1 Time calculations

The phrase “*shall be excluded from the calculation of the time-span concerned*” shall be separated from Sub-clause 5.1.1.2 and shall be positioned in a new line below it.

SCC 5.1.1 The entire Sub-clause 5.1.1 shall read as follows:

- “5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,
- 5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as
- 5.1.2 The day on which the time-span commences
- shall be excluded from the calculation of the time-span concerned.”

SCC 5.3 Commencement of the Works

SCC 5.3.1 ***Insert the following after the existing wording:***

“In the event of a construction work permit being required (as contemplated under Regulation 3 of the Construction Regulations, 2014), commencement of the Works shall only be legally permissible once a construction work permit has been issued by the relevant authority.

The Contractor shall be required to make an allowance of **50 (fifty) days** from the Commencement Date of the Contract in his initial programme of Works required to be submitted in terms of Clause 5.6.1 so as to allow for the construction work permit to be issued by the Department of Labour, provided that should the Contractor fail to include such an allowance of the said 50 days, he shall be deemed to have done so.

In the event that the construction work permit shall have been issued within the 50 (fifty) day allowance period, the Due Completion Date shall be adjusted accordingly by the Employer’s Agent, with due cognisance being taken as to the date on which the construction work permit was actually issued.”

SCC 5.3.2 ***Insert the following after the existing wording:***

“or alternatively, the Employer reserves the right, in its sole discretion, to grant to the Contractor an extension of time for Practical Completion, but without the payment of additional time-related General Items or any other compensation, for a period of not more than 28 (twenty eight) days, to allow the Contractor to submit the documentation referred to in Clause 5.3.1.”

SCC 5.7 Progress of the Works

SCC 5.7.1 ***Substitute the fourth sentence (starting with “Such steps ...”) with the following:***

“Such steps shall be subject to the approval of the Employer’s Agent, which approval shall not be unreasonably withheld”.

SCC 5.7.2 ***Delete the second paragraph and substitute with the following:***

“In such an event, the additional costs incurred, by acceding to the Contractor’s request, shall be deducted from the amount payable to the Contractor”.

SCC 5.14 Completion

SCC 5.14.5.1 ***Amend this Sub-Clause as follows:***

In the second line, substitute the word “Guarantor” with “Contractor”.

SCC 6.5 Dayworks**SCC 6.5.1.3 Amend this Sub-Clause as follows:**

In the last line, substitute the word “plant” with the words “construction equipment”.

SCC 6.7 Measurement of the Works**SCC 6.7.2 Delete the words:**

“The Employer’s Agent shall ascertain and determine the value of the Works but, when required to do so by the Employer’s Agent”.

And insert the following at the end of the paragraph:

“This measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a ‘non-working’ day, it shall take place on the last working day prior to the 20th.”

SCC 6.9 Vesting of Plant and Materials**SCC 6.9.3 Identification of Plant and materials****Add the following at the end of Sub-Clause 6.9.3:****“Storage of Plant**

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing, the Contractor:

- (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;
- (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce such insurance to the Employer's Agent;
- (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;
- (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and
- (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers or agents, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his or any other storage facilities, shall be at the sole discretion of the Employer's Agent, and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.”

SCC 6.10 Payments

SCC 6.10.4 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.6.2 ***Amend this Sub-Clause as follows:***

Delete the words “Contractor’s Bank” and substitute with the words “Employer’s Bank”.

SCC 6.10.8 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.9 Substitute the words “within 28 days of the date of such certificate” with “on or before but not later than the last day of the month following the month in which the Employer’s Agent has signed such payment certificate.”

SCC 8.6 Insurances

The following deletions, substitutions and insertions are effected as indicated below:

SCC 8.6.1 Substitute the word “Contractor” in the second line with “Employer” and insert the words “and all Sub-Contractors, including CPG Partners, engaged in the Works under valid sub-contract agreements with the Contractor” after the word “Contractor” at the end of the Paragraph.

SCC 8.6.1.4 Substitute the word “Contractor” in the sixth line with “Employer”.

SCC 8.6.2 Substitute the word “Contractor” in the third line with “Employer”.

SCC 8.6.4 Substitute the word “Contractor” in the second line with “Employer”.

SCC 8.6.5 Substitute the word “Employer” in the fourth line with “Contractor”.

SCC 8.6.6 Substitute the word “Contractor” with “Employer”, and “Employer’s Agent” with “Contractor”, and insert the words “upon request” after the word “shall” and before the word “produce”.

SCC 8.6.7 Substitute the word “Contractor” with “Employer,” and “Employer” with “Contractor”, wherever they appear in this Sub-clause.

Add the following at the end of Sub-Clause 8.6.7:

SCC 8.6.8 The requirements and procedures set out under Annexure C5.1 included under Section C.5 Annexures shall apply to the Contract.

SCC 9.1 Termination of Contract

SCC 9.1.4 Increased Costs

Add the following at the end of Sub-Clause 9.1.4:

The provisions of this Sub-clause shall only apply in the event of actual termination of the Contract.

SCC 10.1 Contractor’s claim

SCC 10.1.4 Contractor's failure to comply with notice period

Insert the following words in the 3rd line after "Clause 10.1.2":

"or the Contractor fails to comply with the requirements of Clause 10.1.1.3".

SCC 10.1.5 Employer's Agent's ruling on Contractor's claim

Add the following after the existing wording:

"and provided that:

10.1.5.3 in the event that the Employer is required to give specific approval for the said period of 28 days to be extended (as required by Clause 3.2.3 and as stated in the Contract Data), and the Employer's Agent fails to obtain such specific approval within the said 28 day period, the Contractor's claim shall be deemed to have been rejected in its entirety."

SCC 10.2 Dissatisfaction claim

SCC 10.2.3 Employer's Agent's ruling on dissatisfaction

Add the following after the first sentence:

"provided that, in the event that the Employer's Agent fails to give his ruling within the said period of 28 days, the Contractor's dissatisfaction claim shall be deemed to have been rejected in its entirety."

C1.2.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA

The following Contract Specific Data, referring to the General Conditions of Contract as stated above, are applicable to this Contract:

COMPULSORY DATA	
GCC Ref. Clause No.	
1.1.1.15	Name of Employer: uMngeni-uThukela Water
1.2.1.2	<p>Address of Employer:</p> <p>Physical: 310 Burger Street Pietermaritzburg 3201 KwaZulu-Natal</p> <p>Postal: P O Box 9 Pietermaritzburg 3200 KwaZulu-Natal</p> <p>Telephone No: {033 341 1327} </p> <p>E-mail: {vusi.mdluli@umgeni.co.za} </p>
1.1.1.16	Name of Employer's Agent: {Vusi Mdluli}
1.2.1.2	<p>Physical: {310 Burger Street, Pietermaritzburg,3201} </p> <p>Telephone No: { 033 341 1327 } </p> <p>E-mail: {vusi.mdluli@umgeni.co.za} </p>
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.26/ 6.7.1	The Pricing Strategy is {Re-measurement Contract. }
5.3	Commencement of Works
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3); 2. A signed agreement between the Employer and the Contractor for the works to be completed by the Contractor in terms of the provision of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction regulations of February 2014. (Refer to Clause 4.3); 3. Proof of payment to the Employer, that the Contractor had paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (No 130 of 1993). (Refer to Clause 4.3); 4. Initial Programme (Refer to Clause 5.6); 5. Security (Refer to Clause 6.2.1 below); 6. Insurance (Refer Clause 8.6); and <p>Information and documents required from the Contractor for a construction work permit (if applicable) issued in terms of Regulation 3 of the Construction Regulations, 2014 (Refer to SCC 4.5.2, SCC 4.5.3, SCC 4.5.4 and SCC 5.3.1 above.) </p>

5.3.2	The time to submit the documentation required before commencement with Works execution is 14 (fourteen) days .
5.5.1/ 1.1.1.14	Time for Practical Completion The time for achieving Practical Completion of the entire Works is 12 Months (twelve months) days from the Commencement Date of the Contract including special non-working days.
5.6.1 & SCC 5.3.1	Programme The Contractor shall deliver his program of works within two weeks (14) days from the Commencement Date. Note: Refer to Project Specifications regarding required format, etc.
5.8.1 & 5.1.1.1	Non-working times and special non-working days The non-working days are Sundays. The special non-working days are: <ol style="list-style-type: none"> 1. all public holidays as declared in terms of Section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994); and 2. the year-end break commencing with the close of business on the last working day prior to 16 December and ending with the start of business on the 1st working day in January of the next year.
5.13.1	Penalty for Delay The penalty for failing to complete the Works by the Due Completion Date shall be R 90 000 [Ninety thousand Rands...] (Inclusive of VAT) per day.
5.16.3	Latent Defects Liability Period The latent defects liability period is 5 years (Five) Years
6.2.1 & 6.2.2	Security The security to be provided by the Contractor shall be a Performance Guarantee (Demand Guarantee) of 10% (ten percent) of the Contract Sum (inclusive of VAT) delivered within the time stated in Clause 5.3.2 above. The Guarantee shall remain valid and enforceable until the Certificate of Completion is issued, whereafter the Guarantee shall be returned to the Contractor. Should the Contractor fail to provide the required Performance Guarantee within the time period stated in Clause 5.3.2 above, or if the Performance Guarantee differs substantially from the <i>pro forma</i> included under Section C1.3 Form of Guarantee, a security of 10% (ten percent) of the Contract Sum shall be retained by the Employer, in addition to the retention withheld in terms of Clause 6.10.3 below, subject to the provision that the Contractor may, at any time during the course of the Contract, provide a correctly worded and valid Performance Guarantee in fulfillment of his obligations under the Contract in order to have the security being withheld for this purpose released to him.
6.5	Dayworks
6.5.1.2.3	The percentage allowances to cover overhead charges for dayworks which has not been included in the Dayworks Schedule, are as follows: <ol style="list-style-type: none"> 50% of the gross remuneration of workmen and hourly paid foremen actually engaged in the dayworks; 15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment, for which dayworks rates have been quoted at tender stage.

6.10	Payments
6.10.1.5	The percentage limit for Plant and materials referred to in Clause 6.9.1 not yet supplied to Site or not yet built into the Permanent Works is: 80%.
6.10.3	Retention Money The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price. A guarantee in lieu of retention money is not permitted.
8.6.1	Insurances <i>Insurance cover requirements must be confirmed with the IRM Department on a ward and prior to signing of contract)</i>
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0 (zero Rand) (inclusive of VAT).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000 (One Million Rand) (inclusive of VAT).
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R10 000 000 (Ten Million Rand) (inclusive of VAT).
8.6.1.5	The Contractor is required to provide the following minimum insurance: Public Liability Insurance Minimum Cover: R10 000 000 (Ten million rand) for any one event in respect of off-site trading and product liability risks. Period of cover: For the period of performance
8.6.2	Deductibles for which the Contractor is liable for payment are: <i>(subject to annual escalation(s) as per Umgeni Water annual summary of insurance arrangements and claims procedure);</i>
8.6.2.1	Contract Works Deductible – R25 000 (Twenty-Five Thousand Rand) (exclusive of VAT) for each and every incident. In respect of Storm Perils and flooding 10% of claim minimum R500 000 Theft of, or any attempt thereat 10% of claim minimum R50 000
8.6.2.2	Public Liability Deductible – R 15 000 (Fifteen Thousand Rand) (inclusive of VAT) for each and every incident.
8.6.2.3	SASRIA Deductible 0.1% (Zero-point One Percent) of contract value minimum R2,500 (Two Thousand Five Hundred Rand) maximum R25,000 (Twenty-Five Thousand Rand) (exclusive of VAT) for each and every incident.
10.5	Adjudication Dispute resolution shall be by <i>Standing Adjudication Board</i> . The Adjudication Board Rules in GCC 2015 shall apply. The Pro Forma Adjudication Board Member Agreement (GCC 2015 Appendix 5) shall be used for the appointment of members.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7.1	Arbitration If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.
OPTIONAL DATA	

<p>3.2.3</p>	<p>Specific approval of the Employer required The Employer's Agent shall obtain the <u>specific approval</u> of the Employer in writing before carrying out any of the following:</p> <ol style="list-style-type: none"> (1) Any expenditure beyond the approved Contract Sum as defined in terms of Clause 1.1.1.11. (2) The issuing of any instruction to the Contractor to commence carrying out of the Works in terms of Clause 5.3.1. (3) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3. (4) The reduction of a penalty for delay in terms of Clause 5.13.2. (5) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. (6) The agreeing of any adjustment of the sums for general items in terms of Clause 6.11.1. (7) Authorizing the Contractor to repair and make good in terms of Clause 8.2.2.2. (8) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1. (9) Changes to the Specifications related to Equipment and Materials which may have an impact on the Operation & Maintenance (O&M) of the Works. <p>The onus shall be on the Contractor to obtain confirmation of the Employer's specific approval in respect of the above.</p> <p>Any instruction by the Employer's Agent that is given without the Employer's specific approval shall have no force or effect, and the Contractor shall have no claim against the Employer under such circumstances.</p>
<p>5.4</p>	<p>Access to the Site</p>
<p>5.4.2 and</p>	<p>The access to and possession of the Site shall be exclusive to the Contractor </p>
<p>6.8</p>	<p>Adjustment in rates and/prices</p>
<p>6.8.2</p>	<p>Contract Price Adjustment will be applicable.</p>
<p>6.8.3</p>	<p>Variation in cost of special materials Price adjustments for variations in the cost of special materials is allowed </p>
<p>6.9.1.2</p>	<p>Vesting of Materials The following Plant and materials shall be subject to the conditions of Clause 6.9.1.2. Stored at the contract sites established for the project.</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the **General Conditions of Contract for Construction Works, Third Edition (2015)** in order to understand the implications of this Data which is required to be provided.

GCC REF. CLAUSE No																						
1.1.1.9	Name of Contractor:																					
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:																					
6.2.1	Security Security is to be provided by the Contractor shall be as stipulated in the data provided by the Employer in Clauses 6.2.1 and 6.2.2.																					
6.8.3	The variations in cost of special materials will be based on the following: <table border="1"> <thead> <tr> <th>Special Material</th> <th>Unit</th> <th>Rate or Price</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Special Material	Unit	Rate or Price
Special Material	Unit	Rate or Price																				
.....																				
.....																				
.....																				
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DRAFT DO NOT USE



C1.3 FORM OF GUARANTEE

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA FORM OF PERFORMANCE GUARANTEE - DEMAND GUARANTEE

Name of Project:

Contract Number & Title:

Name and address of Beneficiary:
.....
(whom the Contract defines as the Employer)

We have been informed that (... *name of Contractor and company registration number* ...) (hereinafter called the "Principal") is your contractor under the above-named Contract, which requires him to obtain a Performance Guarantee.

At the request of the Principal, we (... *names and capacities of persons authorised to issue the guarantee* ...) of (... *name of Financial Institution registered with the Financial Services Board* ...) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of (... *amount in figures and words* ...) (the "guaranteed amount"), upon receipt by us of your demand in writing and your written statement stating:

that the Principal is in breach of his obligation(s) under the Contract.

Any demand for payment must contain your authorised representative's signature. The demand must be received by us at this office on or before (... *the date 70 days after the date on which the Completion Certificate for the Works is due to be issued* ...), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Completion Certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within a period of 7 days, of your demand in writing and your written statement that the Completion Certificate has not been issued for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by South African Law and shall be subject to the Uniform rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed at on this day of 20

Guarantors' names and signatures:

Witnesses' names and signatures:

C1.4 ADJUDICATION BOARD MEMBER AGREEMENT

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA **ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Contractor: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Employer: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

The Contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (ad hoc adjudication / standing adjudication)* (Delete as applicable).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - 7.1 A monthly retainer of (amount) for (number) of months, and/or
 - 7.2 A daily fee of (amount) based on a (number) hour day, and/or



- 7.3 An hourly fee of (*amount*), and/or
- 7.4 A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member’s expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member’s bank.

This Agreement is entered into by:

(Signature): (Signature):..... (Signature):.....

Name:..... Name:..... Name:.....

Place: Place:..... Place:.....

Date:..... Date:..... Date:.....

who warrants that he/ she is duly authorized to sign for and on behalf of the **Contractor**

who warrants that he/ she is duly authorized to sign for and on behalf of the **Employer**

the **Adjudication Board Member**





C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA
AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between
(hereinafter called the EMPLOYER) of the one part, herein represented by:
.....
in his capacity as: ;
AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by:
.....
in his capacity as:
duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: 2023/038 **SUPPLY, INSTALLATION, AND COMMISSIONING OF DOUBLE WELDED, GALVANIZED FENCE AT WIGGINS WW** |
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended (hereinafter referred to as "the ACT");

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the Regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself / herself / itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.



C1.22.

- 4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this Agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**
 on this the day of 20

Signature:

Name and
 Surname:
 Capacity:

Witness:

- 1.
- 2.

Thus signed at for and on behalf of the **EMPLOYER**
 on this the day of 20

Signature:

Name and
 Surname:
 Capacity:

Witness:

- 1.
- 2.

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Employer's Agent at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Employer's Agent. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the South African Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and comply in general with the measurement and payment clauses of the Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the Drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and for a Re-measurement Contract, will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Employer's Agent before the work is commenced and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the Contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PRICING OF THE BILL OF QUANTITIES

All unit prices, extensions and totals must be filled in **black ink**. Unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the

C2.2.

Drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated and may be used at the discretion of the Employer's Agent;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data, the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

5. GOODS AND SERVICES SOURCED INTERNATIONALLY

It will be the Contractor's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing to do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

6. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract for Construction Works, Third Edition (2015) (GCC 2015). The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. **Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated and any changes to same shall be considered to be an alternative tender and thus non-responsive.**

7. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

8. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition will be corrected by the Employer's Agent at the tender evaluation stage, as set out in the Standard Conditions of Tender Clause F3.9.

9. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the GCC 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

10. CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by written order of the Employer as a Variation Order.

11. ASSET CODES

The alphabetical characters appearing in the "AC" column (if applicable) in the Bill of Quantities are for the Employer's administrative purposes only and do not have any relevance to the rates tendered.

C	=	Civil infrastructure
M	=	Mechanical infrastructure
E	=	Electrical infrastructure
I	=	Instrumentation

12. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percentage
MPa	=	megapascal	pers. Days	=	person days
kW	=	kilowatt			

C2.4.

C2.2 BILL OF QUANTITIES

CONTRACT NO: 2023/038 SUPPLY, INSTALLATION, AND COMMISSIONING OF DOUBLE WELDED, GALVANIZED FENCE AT WIGGINS WW

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C	A C
1.0		PART 1: PRELIMINARY AND GENERAL					
1.1	SANS 1200A	SECTION: GENERAL					
	8.3	FIXED CHARGE ITEMS					
	SANS 1200A	Facilities for Contractor:					
1.1.2	8.3.2.2.a	Offices and storage sheds,	Sum	1			
1.1.3	8.3.2.2.d	Living Accommodation	Sum	1			
1.1.4	8.3.2.2.e	Ablution and latrine facilities	Sum	1			
1.1.5	8.3.2.2.f	Tools and equipment	Sum	1			
1.1.6	8.3.2.2.g	Water supplies, electric power, and communication	Sum	1			
1.1.7	8.3.2.2.h	Dealing with water	Sum	1			
1.1.8	8.3.2.2.i	Access this includes scaffolding	Sum	1			
1.1.9	8.3.4	Site establishment and de-establishment	Sum	1			
1.1.10		Health and safety file obligations for the contract and COVID-19 safety requirements	Sum	1			
1.2	8.4	TIME-RELATED ITEMS					
	8.4.2.2	Operate and maintain facilities on site					
		Facilities for Contractor:					
1.2.1	8.4.2.2.a	Offices and storage sheds,	Weeks	6			
1.2.2	8.3.2.2.d	Living Accommodation	Weeks	6			
1.2.3	8.3.2.2.e	Ablution and latrine facilities	Weeks	6			
1.2.4	8.3.2.2.f	Tools and equipment	Weeks	6			
1.2.5	8.3.2.2.g	Water supplies, electric power and communication	Weeks	6			
1.2.6	8.3.2.2.h	Dealing with water	Weeks	6			
1.2.7	8.3.2.2.i	Access	Weeks	6			
1.2.8	8.4.4	Company and Head office overhead cost	Weeks	6			
1.2.9		Health and safety file obligations for the contract	weeks	6			
1.3.2		Supervision for the duration of construction	Weeks	6			
PART 1 SUBTOTAL CARRIED FORWARD TO SUMMARY							

C2.5.

Contract No: 2023/038 SUPPLY, INSTALLATION, AND COMMISSIONING OF DOUBLE WELDED, GALVANIZED FENCE AT WIGGINS WW

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
AMOUNT BROUGHT FORWARD						
PART 2: SITE CLEARANCE AND EARTHWORKS						
2.1	SANS 1200 C	SITE CLEARANCE AND EARTHWORKS				
2.1.1		Clear and Grub. The rate shall cover the clearing of the surface, removal of vegetation, trees including roots	m ²	200		
2.1.2		Excavation, clearance, and backfilling of the trenches around the perimeter fence.	m	530		
		Sectional removal of the existing fence and the gate	m	530		
	SANS 1200D	EARTHWORKS				
2.1.1		Carefully remove and stockpile 400mm of unsuitable material	m ³	106		
2.3		Preparation of In-Situ Material				
2.3.1		Preparation and compaction of in-situ material to 90% Mod AASHTO	m ²	265		
2.4		Weed eradication				
2.4.1		Weed eradication	m ²	265		
PART 2 SUBTOTAL CARRIED FORWARD TO SUMMARY						

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
AMOUNT BROUGHT FORWARD						
PART 3: INSTALLATION						
Anti-climb finish or similar and approved - 12.7mm x 76.2mm, 4mm x 4mm / Height 2.1m high x SQUARE POSTS 80 mm x 80 mm x 2 mm HD GALVANIZED AND P.E (Polyester Electrostatic) AND COLOR BLACK						
3.1		Installation rate, including sand, stone, cement, and labour				
3.1.1		Supply material (Anti-climb or similar and approved) panels including galvanised steel bolts, shear nuts, welded post caps	m	530		
3.1.2		Supply and install a sliding motorized gate 7.6m long, with a height of 3.0m and the industrial moto this shall include a guide portal and receiving portal	item	1		
3.1.3		Supply and install 100mm high razor spiker	m	530		
3.1.4		Supply and install 400mm deep anti-burrow or similar and approved	m	530		
PART 3 SUBTOTAL CARRIED FORWARD TO SUMMARY						



C2.6.

PART	DESCRIPTION	AMOUNT R-C
PART 1	PRELIMINARY AND GENERAL	
PART 2:	SITE CLEARANCE AND EARTHWORKS	
PART 3	INSTALLATION	
A SUBTOTAL		
B CONTINGENCIES Add 15% of Subtotal A.....		
C SUBTOTAL (A + B)		
D VALUE ADDED TAX Add 15 % of Subtotal C		
TOTAL (C+D) CARRIED TO FORM, C1.1, FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

DRAFT DO NOT USE

C3.1 STANDARD SPECIFICATIONS

C3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

PSAA: GENERAL

PSAB: EMPLOYER'S AGENT'S OFFICE

PSC: SITE CLEARANCE

PSDA: EARTHWORKS (Small Works).

PSDB: EARTHWORKS (Pipe Trenches)

PSDK: GABIONS AND PITCHING.

PSGA: CONCRETE (Small Works)

PSHA: STRUCTURAL STEELWORK (Sundry Items)

PSHC: CORROSION PROTECTION OF STRUCTURAL STEELWORK.

PSL: MEDIUM PRESSURE PIPELINES

PSLB: BEDDING (Pipes)

PSLE: STORMWATER DRAINAG |

C3.3 UMNGENI – UTHUKELA WATER PARTICULAR SPECIFICATIONS

C3.4 AMENDMENTS TO THE UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS

C3.5 PROJECT SPECIFICATIONS

STATUS

PS-1 PROJECT DESCRIPTION

PS-2 OVERVIEW AND DETAILS OF CONTRACT

PS-3 DESCRIPTION OF SITE AND ACCESS

PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS

PS-5 DRAWINGS

PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-7 CONSTRUCTION PROGRAMME

PS-8 SITE FACILITIES AVAILABLE

PS-9 SITE FACILITIES REQUIRED

PS-10 OCCUPATIONAL HEALTH AND SAFETY

PS-11 ENVIRONMENTAL MANAGEMENT

PS-12 SELECTED SUBCONTRACTORS

PS-13 Project Specific Spec

PS-14 Project Specific Spec

PS-15 etc |

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200 series. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

("SABS" has been changed to "SANS, without change to the contents of the specifications.)

AA	1986	-	GENERAL (Small Works)
AB	1986	-	EMPLOYER'S AGENT'S OFFICE
C	1982	-	SITE CLEARANCE
DA	1990	-	EARTHWORKS (Small Works)
DB	1989	-	EARTHWORKS (Pipe Trenches)
DK	1984	-	GABIONS ANDPITCHING
DM	1981	-	EARTHWORKS (Roads, Subgrade)
GA	1982	-	CONCRETE (Small Works)
HA	1990	-	STRUCTURAL STEELWORK (Sundry Items)
HC	1988	-	CORROSION PROTECTION of STRUCTURAL STEELWORK
L	1983	-	MEDIUM PRESSURE PIPELINE
LB	1983	-	BEDDING (Pipes)
LC	1981	-	CABLE DUCTS
LE	1982	-	STORMWATER DRAINAGE
LG	1983	-	PIPE JACKING
MM	1984	-	ANCILLARY ROADWORKS

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.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts
Part 1: General Engineering and Construction Works;
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor;
Part 5: Earthworks activities which are to be performed by hand;

Preface on Interim Situation until Full Suite of SANS Series of Specifications are Available

The Bill of Quantities is based on the SABS 1200 system of specifications and measurement.

Where SANS specifications are available, these have been incorporated into the "Contract" section of this document.

Where overlapping specifications from the SANS 2001 series of specifications occur the appropriate SABS 1200 specifications have been incorporated in the Project Specifications. In such cases, the requirements of the latter shall prevail over the requirements of the SANS specification(s).

The payment clauses in the Bill of Quantities are based on the SABS 1200 series of specifications for consistency and the Tenderer is required to ensure that he has priced all of the requirements pertaining to the SABS specifications.

C3.2 AMENDMENTS TO STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications

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PSAA : GENERAL (Small Works)
(Applicable to SABS 1200 AA – 1986)

PSAA 3 MATERIALS

PSAA 3.1 Quality and Samples

Add to the Sub-Clause:

No used or recycled material may be used in the Works unless expressly authorized by the Employer's Agent.

Materials specified as being to the approval of a Standards Bureau shall bear the official mark of the appropriate standard.

Samples of concrete aggregates and pipe bedding material are to be delivered to an approved laboratory.

PSAA 4 PLANT

PSAA 4.1 Contractor's Office and Stores (Refer SANS 1921-1 Clause 4.14)

Add to the Sub-Clause:

Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place an area of ground at the disposal of the Contractor at the pipe yard site to enable him to erect his site offices, workshops and stores. The temporary facilities and ablution facilities shall comply with the requirements of the Local Authority.

On completion of the Works or as soon as the Contractor's facilities are no longer required the Contractor shall remove such facilities and clear away all surface indications of their presence. The site is to be rehabilitated as described elsewhere.

PSAA 5 CONSTRUCTION

PSAA 5.1.2 Preservation and Replacement of Pegs Subject to Land Survey Act (Refer SANS 1921 - 1 Clause 4.15)

Add to the Sub-Clause:

Before the commencement of construction work in the vicinity of boundaries, the Contractor, under the direction of the Employer's Agent, shall search for plot pegs where boundaries have not been established by the erection of walls or fences and the Contractor shall compile a list of such pegs that are apparently in their correct positions. At the completion of the contract, the Contractor shall expose the pegs that were listed at the commencement of the construction and the Employer's Agent will arrange for any such pegs that are missing to be replaced at the Contractor's expense.

All plot boundary pegs shall be marked with fencing droppers which shall be painted.

As the construction of the Works may necessitate the removal and re-location of certain survey beacons the Employer will make the necessary application to the Surveyor-General and, notwithstanding the provisions of Sub-Clause 5.1.2 will meet the costs of the re-survey by a Land Surveyor of these servitude beacons in their new position.

C3.5

The Employer will accordingly indemnify the Contractor against all costs implied in Sub-Clause 5.1.2 in respect of those beacons which may have to be removed by the Contractor.

The Employer's Agent will arrange for any pegs that are missing to be replaced at the Contractor's expense.

All survey reference marks shall be clearly marked and protected by the erection of three fencing standards.

[]

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C3.3 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS

In addition to the SABS Standard Specifications, the following Umngeni-Uthukela Water Particular Specifications shall apply to this contract. They are not bound in with this Volume but are issued separately in Volume 3 as “Annexure to C3.3: Umngeni – Uthukela Water Particular Specifications”.

uMngeni - Uthukela Water Particular Specification for OHASA 1993 Health and Safety

uMngeni - Uthukela Water Particular Specification for 164mm to 2230mm Diameter Steel Pipes, Specials, Coatings and Linings

uMngeni - Uthukela Water Particular Specification for Wedge Gate and Resilient Seal Valves

uMngeni – Uthukela Water Particular Specification for Valves

uMngeni -Uthukela Water Particular Specification for Air Release and Vacuum Break Valves

uMngeni – Uthukela Water Particular Specification for Fixing of dowels and Anchor Bolts

C3.4 AMENDMENTS TO THE UMNGENI – UTHUKELA WATER PARTICULAR SPECIFICATIONS

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials and / or methods of construction and / or for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

C3.4.1 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATION FOR 164mm to 2230mm DIAMETER STEEL PIPE, SPECIALS, COATINGS AND LININGS (copy is bound into this document)

1.1 SCOPE

Insert: Where references are made to SABS, read SANS.

2.3 FABRICATION OF SPECIALS

When a belled or plain ended pipe is cut, one piece of that pipe will become a plain ended pipe. To enable two plain ended pipes of diameter less than DN 600 to be joined by fillet welding, steel sleeves shall be supplied. The sleeves shall have a width of 100mm, an internal diameter of 3mm greater than the outside diameter of the pipe, and a plate thickness and grade of steel identical to that of the pipes.

4.3 PIPE COATING SYSTEM 2: FUSION-BONDED MEDIUM DENSITY POLYETHYLENE COATING

4.3.1.2 Repairs

In the third line after "per 9m" insert "or 12m length of pipe and 4 repairs per 18m"

5 PIPE LININGS

5.2 Pipe Lining System 1: Cement Mortar Lining

Add to the end of this clause: "Pipes shall not be despatched until at least 10 days have elapsed since the lining was applied".

C3.4.2 UMNGENI WATER PARTICULAR SPECIFICATION FOR WEDGE GATE AND RESILIENT SEAL VALVES

Clause 3.1 The medium is potable water.

Clause 3.4 All valves shall be double flanged.

The flange drilling shall be as shown on the drawings or as specified in Clause PSL 3.8.3.

The pressure rating shall be as shown on the drawings and scheduled in the Bill of Quantities.

C3.4.3 AMENDMENTS TO THE PARTICULAR SPECIFICATION FOR VALVES

Clause 2.1 *Delete this clause*

Clause 2.2 The medium is potable water.

C3.8

The nominal bore and pressure class shall be as shown on the drawings and scheduled in the Bill of Quantities.

The body shall be wafer type

The disc material shall be 316 stainless steel

The liner material shall be EPDM

O-Ring back-up on shaft is not permitted

Either corrosion protection option 1 or Option 2 may be used

Clause 2.4 Extension Spindles are not required.

Clause 3.3 *Delete this clause* - it is superseded by the Umngeni-Uthukela Water Particular Specification for Wedge Gate and Resilient Seal Valves.

Clause 3.4.5 Insert the following paragraph before the last paragraph:

“Whilst the Employer’s Agent will design the pipework installation, the Contractor must check and ensure that, if the disc extends beyond the valve body in the partly open or fully open position, it is not adversely affected by adjacent pipework or fittings i.e. that there is no contact with the adjoining pipe or fitting or, in particular, with cement mortar lining.

Where required flange drilling shall be as specified in Clause PSL 3.8.3.”

C3.4.4 AMENDMENTS TO PARTICULAR SPECIFICATION FOR AIR RELEASE AND VACUUM BREAK VALVES

Clause 2 The medium is potable water.

The nominal bores are as shown on the drawings and/or scheduled in the Bill of Quantities.

The pressure rating shall be as shown on the drawings and scheduled in the Bill of Quantities.

The cylindrical bodies shall be stainless steel and the end fusion bonded epoxy coated mild steel.

The ends shall be flanged with drilling as shown on the Drawings and specified in Clause PSL 3.8.3.

No valves need to operate at positive internal pipe pressures less than 0.5 bar. The design minimum positive internal pipe pressure is 1,5 bar.

C3.4.5 AMENDMENTS TO PARTICULAR SPECIFICATION FOR PGL: DRILLING AND FIXING OF DOWELS AND ANCHOR BOLTS

Add to Clause PGL-2:

The 25mm diameter dowel bars that are to be grouted into rock for the purpose of fixing concrete encasement of the steel pipe to the rock shall be grouted in with cement grout.

Add to Clause PGL-3.2

The 25mm diameter dowel bars that are to be grouted into rock for the purpose of fixing concrete encasement of the steel pipe to the rock shall be drilled 1,5m deep into rock as shown on the drawings.

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C3.5 PROJECT SPECIFICATIONS

STATUS

The Project Specifications (PS) forms an integral part of the contract and supplements the Standard Specifications and uMngeni-uThukela Water Particular Specifications. They contain a general description of the works, the site and the requirements to be met.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications and the drawings and / or the Bill of Quantities, the drawings take precedence, thereafter the Bill of Quantities. In all events, the discrepancy shall be brought to the attention of the Employer's Agent before the execution of the work under the relevant item.

3.5.1 QUALITY ASSURANCE

The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery.

The Employer shall inspect all of the above at the fabricator or corrosion applicator and release same for delivery with a 48 hour written notice.

PS 1 PROJECT DESCRIPTION

- Project includes removal of old fence in Wiggins WWW, replace with new fence anti-climb or similar and approved double welded galvanized fence

Overview

The main components of the contract comprise:

- Removal of old fence and replacement with new double galvanized double welded fence.

PS 2.2 **Scope of Work**

Fence Height:

- The minimum height of the perimeter fence shall be 3.0 meter-high above the finished natural ground level

Poles/ Posts

- High tensile square posts to be used (80mm x 80mm x 2600mm high)
- Poles should be 2600mm
- The post to be hot dip galvanized in accordance to ISO 1461
- The distance between the poles must be such a way that the welded mesh panels fit tight against each other and to provide the required structural stability and sturdiness
- Poles must not be less than 60mm in cross section and must not be capable of being bent by human force, or easily bent when accidentally pumped by a car

- Poles must be locking mechanism to enable the mesh panels to be fully secured against each other and lock into place along the entire length
- Poles shall be hot dip galvanized then be polyester electrostatic coated
- Panel poles must have a flash panel post finish with no climbing aid from both the inside and outside of the fence

FOUNDATIONS

- Foundations for the poles shall be 200mm x 200mm in cross section and 600mm deep
- A 25 Mpa/19mm 28 days' strength of concrete to be used.

Anti-Climb finish

- Mesh panels shall be high tensile steel mesh wrap
- Mesh panels shall be 3.0 m high above the finished ground level where the ground is relevantly flat
- The width of the mesh panels must be according to manufacturer's design specification to enable a structural stable fence but shall not be more than 2.9 m wide
- Where the site or ground level is sloping the mesh panels shall also be stepped to follow the topographical profile, where this occurs the steps shall cover the whole width of the mesh panel
- The diameter of the mesh strands both shall be 4mm horizontal and 4mm vertical
- The panels aperture size (centre to centre) shall be 9mm vertical and 76.2mm horizontal
- All the mesh panels must be secured along the entire length of the poles with a mechanism and using anti vandal bolts that cannot be tempered with or manoeuvred with standard tools
- All mesh panels fixtures shall be on the inside of the fence and not be accessible from the outside.
- The mesh panels, poles and fixtures shall be hot deep galvanized and be polyester electrostatic coated

Over climb prevention

- 100mm high toughened steel razor ninja spikes to be fixed on top of the fence of the mesh wire panels along the entire length of the fence
- To be secured tight with anti-vandal shear nuts and bolts from the inside of the fence
- Spikes shall also be hot deep galvanized then be polyester coated

Anti-Burrow/Anti-Dig

- A mesh panel to be the same specification as the mesh panel above the ground shall be secured along the lower edge integrated angle along the full width of the fence between the post
- The anti-dig mesh panels shall be at least 400mm below the finished ground level with anti-vandal bolts on the inside and against the concrete foundations for the posts

**PS 3 DESCRIPTION OF SITE AND ACCESS
NATURE OF GROUND AND SUBSOIL CONDITIONS**

- No geotechnical study that was done therefore the nature of ground and subsoil condition is unknown.

PS 5 DRAWINGS

PS 5.1 Drawings Prepared by Employer

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the “Rev. No.” column below indicate the revision status of these drawings.

At commencement of the contract, the Employer’s Agent shall deliver to the Contractor copies of the drawings for construction purposes and any instructions required for the commencement of the works. Further drawings detailing reinforcement and bending schedules for the concrete chambers will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer’s Agent will issue further drawings as may be necessary for adequate construction, completion and defects correction of the works. The work shall be carried out in accordance with the latest available revision of the drawings.

DWG No.	REV No.	DESCRIPTION
		DRAWING LIST, PLAN INDEX & LOCALITY PLAN

Clause	Specification data associated with SANS 1921- 1
4.3.3	The period of notice shall be a minimum of [one working day]. Etc.
	Variations
All relevant	In all clauses where it appears, replace the word “Employer” with “Employer’s Agent”
4.1.10	Where reference is made to “SANS 2001”, substitute with “SABS 1200”
	Additional Clauses
4.6 (e)	Managing and disposing of water will include for by-pass arrangements, of temporary earthworks, cofferdams, pumping equipment, well-pointing, de-watering equipment etc. for dealing with all possible flows whether or not the existing flow path is being interfered with during installation of pipework.
4.7.4	No blasting will be permitted within 10m of any structure, pipeline or service unless the Contractor can satisfy the Employer’s Agent that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Contractor will be required to provide equipment for and take vibro-recordings at no additional cost to the Employer.
4.8.1	The Contractor shall be responsible for protection from damage to any structures or services that might be affected by the excavations or works. The Contractor shall, before submitting his tender, carefully study the tender drawings and inspect on site the routes of the proposed pipelines and structures to be constructed in close proximity to existing structures and services and make due allowance in his rates for protection of structures and services by use of special construction methods such as close shoring, sheet piling.

PS 7 CONSTRUCTION PROGRAMME (Read with SANS 1921-1:2004 Clause 4.3)

PS 7.1 Preliminary Programme

The preliminary programme submitted as part of the Tender Returnable Documents shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

PS 7.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis

for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

The Contractor shall indicate on the programme all critical path activities. In this regard, the Contractor's attention is drawn to Clause 5.12 of the General Conditions of Contract, where consideration will only be given to claims for extension of time associated with critical path activities.

The Contractor's attention is drawn to PS 6 Clause 4.3

PS 8 SITE FACILITIES AVAILABLE

PS 8.1 Contractor's Site Establishment *(Read with SANS 1921 - 1 : 2004 Clause 4.14)*

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.

PS 8.2 Accommodation of Employees

PS 8.3 Power Water and other Services

PS 9 SITE FACILITIES REQUIRED

PS 9.1 Employer's Agent's Office

Refer to the amendments to the Standardized Specifications PSAB 3.2 to PSAB 5.5

PS 9.2 Rented Accommodation

PS 10 OCCUPATIONAL HEALTH AND SAFETY *(Read with SANS 1921 - 1 : 2004 Clause 4.18 and the Particular Specification for Construction Health and Safety)*

PS 10.1 General Statement

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), and the Construction Regulations 2014 issued under Section 43 of the OHASA by the Minister of Labour.

For the purpose of this Contract, the Contractor is required to confirm his status as mandatory of the Employer for the execution of the Contract by entering into an agreement with the Employer in terms of the OHASA by executing the Agreement under C1.5 included in Section C1: Agreements and Contract Data.

PS 10.2 Health and Safety Specifications and Plans to be submitted at Tender Stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Contractor's Health and Safety Plan

The Occupational Health and Safety Plan should be submitted at tender stage so as enable the Employer to determine whether the Contractor is capable of fulfilling the requirements of Construction Regulation 5(1)(h).

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the Contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 7 to 30 inclusive;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of Sub-Contractors, employees and visitors to the site, including safety training in hazards and risk areas;
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works;
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014; and
- (viii) all other information and documentation that is required by the Employer, the Employer's Agent, or the agent who acts as a representative for the Employer, in order to enable the Employer to apply for a construction work permit in terms of Construction Regulation 3(1) (if required by law).

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or his agent appointed as contemplated under the relevant provisions of the Construction Regulations 2014, and the Contractor's Health and Safety Plan may be required to be amended if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan, and before the requirements of Construction Regulation 3, or Construction Regulation 4, as applicable, have been complied with.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, or any failure on the part of the Contractor to submit the required information or documentation in support of the application for a construction work permit (in terms of Construction Regulation 3), or failure to give notification of construction work (in terms of Construction Regulation 4), as applicable, shall not be used as a reason to claim for extension of time or standing time and related costs.

PS 10.3 Cost of Compliance with the OHASA and Construction Regulations 2014

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), the Construction Regulations 2014, and the Employer's Health and Safety Specification as applicable to this Contract.

Should the Contractor fail to comply with any of the provisions of the OHASA, Construction Regulations 2014, or Employer's Health and Safety Specification, he shall be liable for penalties as provided for in any of the aforementioned documents.

Items that may qualify for remuneration will be specified in the Health and Safety Specifications, or in the Project Specifications.

PS 11 ENVIRONMENTAL MANAGEMENT

A provisional sum has been included in the Bill of Quantities for the environmental rehabilitation to be carried out by a 'selected sub-contractor.

Refer to SANS 1921-1:2004 Clause 4.19 and PS 6 Clause 4.19.3 and to PS11 above

PS 12 SELECTED SUB-CONTRACTORS

Selected Sub-Contractors (refer to GCC 2015 Clause 4.4) shall be chosen and appointed as follows:

The Employer will prepare a detailed scope of work and/or specification for work to be done or goods to be supplied by a Selected Sub-Contractor.

The Employer and the Contractor will compile a list of firms or persons acceptable to both and who will be invited by the Contractor to submit tenders for the requisite work to be carried out or goods to be supplied by Selected Sub-Contractors. When the tenders are received they will be evaluated and the Employer will then indicate which tender he requires the Contractor to accept and he will advise the Contractor accordingly. The Contractor shall then accept that Tenderer and appoint him/her as a Selected Sub-Contractor.

The Contractor shall incorporate in the sub-contract, provisions that:

In respect of the work carried out or the goods that are the subject of the sub-contract, the Selected Sub-Contractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

The Selected Sub-Contractor shall also hold the Contractor harmless from and indemnify him against:

- Shortcomings in the sub-contract work if and where the work was designed by the Selected Sub-Contractor;
- Defects in the goods if and where the goods were manufactured and / or supplied by the Selected Sub-Contractor;
- Any negligence by the Selected Sub-Contractor, his / her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and
- Any claims as aforesaid.
- |

C4.1

C4.1 LOCALITY PLAN



C4.2

C4.2 DESCRIPTION OF AND ACCESS TO THE SITE

GPS Coordinates:

Sites Name	x_coord	y_coord	Owner
Wiggins WTP	30.95979	-29.84937	UW

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C4.3 ATMOSPHERIC / CLIMATIC

In terms of GCC 2015, Clause 5.12.2.2, extension of time will be considered for abnormal climatic conditions in accordance with the following:

The number of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in the table below. Only the number of days lost as a result of abnormal rainfall, exceeding the number of days listed in table, will qualify for consideration of extension of time.

TABLE: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

MONTH	Expected number of working days lost as result of normal rainfall	Average monthly Rainfall (mm)
JANUARY	*3	146
FEBRUARY	3	100
MARCH	2	72
APRIL	2	56
MAY	1	30
JUNE	0	17
JULY	0	10
AUGUST	1	25
SEPTEMBER	3	73
OCTOBER	4	108
NOVEMBER	5	142
DECEMBER	*2	142
TOTAL	26 days	921

*(The average monthly rainfall figures quoted are for the period 2000 to 2009 from the Umzinto Waterworks rainfall station No U8E900P01 monitored by Umngeni-Uthukela Water on daily basis; they are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of days lost are based on the number of days in each month that rainfall exceeded 10mm. * The number of working days lost for December and January allows for the builders' holidays from 16 December to 9 January)*

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal climatic conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal climatic conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall to abnormal climatic conditions, less the number of days allowed for as stated in the table above, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

C4.4 NATURE OF THE GROUND AND SUBSOIL CONDITIONS

C4.5 ENVIRONMENTAL

PART C5: ANNEXURES

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