



## C1.2 CONTRACT DATA

### GENERAL CONDITION OF CONTRACT

The Conditions of contract are the General Conditions of Contract Third Edition (2015) published by the South African Institute of Civil Engineering. Copies of these condition of contract may be obtained from the South African Institute of Civil Engineering (SAICE).

The General Conditions of Contract are not bound into this document but are available at the Service Provider's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, and Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za).

### CONTRACT DATA

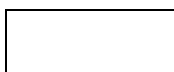
In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

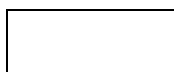
The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Service Provider.

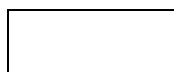
Each item of data given below is cross referenced to the clause in the condition of contract to which it mainly applies.

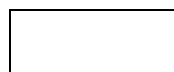
#### Part 1: Data Provided by the Employer

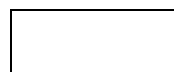
Clause	Data
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "commencement date" shall be the date the site is handed over to the Service Provider.
1.1.1.14	Add the following to the end of this definition:  This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Service Provider and the Employer, and committed to writing.  The time for achieving practical completion is 36 Months
1.1.1.15	The Name of the Employer is <b>Nkangala District Municipality</b>  The Technical Services Manager is <b>Mr A.J Skosana</b>
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm <b>Nkangala District Municipality</b> to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
	The sludge will be disposed-off at a desired area as directed by the end user client, i.e. Waste Water Treatment Works (WWTW)
1.2.1	Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Service Provider's address and delivered by the postal authorities.

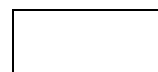
  
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Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



	1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	<p>The employer's address for receipt of communication is:</p> <p><b>Nkangala District Municipality</b>  <b>2A Walter Sisulu Street</b>  <b>P O Box 437</b>  <b>Middelburg</b>  <b>1050</b></p> <p><b>Telephone: 013 249 2000</b>  <b>Facsimile: 013 249 2145</b></p>
4.3.3	<p>Add the following new clause:</p> <p>The Service Provider shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Service Provider's obligations in terms of the Contract, the Service Provider shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Service Provider shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Service Provider 's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Service Provider 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, 2003, 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.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Service Provider to notify Employer</b></p> <p>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 Service Provider and/or Sub-Service Provider and/or their employees. The Service Provider 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.</p>
4.3.6	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Service Provider shall use local labour in accordance with the requirements contained within the Scope of Work.</p>

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Witness 2

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Witness 1

Witness 2



5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Service Provider but as set out in the Scope or Works and/or Site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Service Provider shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Service Provider unless the instruction explicitly states that the Service Provider is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 15 December and ends on 08 January).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Service Provider 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.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) <b>V</b> = <b>Extension of time in calendar days for the calendar month under consideration</b></p> <p><b>N<sub>w</sub></b> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p><b>R<sub>w</sub></b> = Actual total rainfall in mm recorded during the calendar month</p>

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	<p style="text-align: center;">under consideration</p> <p>Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Service Provider shall provide and install all the necessary equipment for accurately measuring the rainfall. The Service Provider shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Service Provider shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Service Provider 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 Service Provider 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.</p> <p style="text-align: center;"><b>“The penalty for failing to complete the works is R 2 500.00 (excluding VAT) per calendar day beyond the stated completion date, for each individual work order or instruction.”</b></p> <p>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:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other Service Provider s (not being employed by the Service Provider );</p> <p>Then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Service Provider from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Service Provider becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Service Provider.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p>
5.13.4	<p>Add the following new Clause:</p> <p>If the Service Provider shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction</p>

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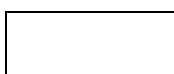
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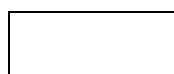
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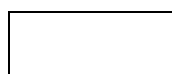


	<p>methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> <li>fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> <li>utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li> </ul> <p>Then the Service Provider shall be liable to the Employer for the amount stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Service Provider from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Service Provider in any way from his obligations either in contract or in delict.</p>

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0.15                  a=0.2                  b=0.35                  c=0.35                  d=0.1</p>
1.2	<p>Replace the definitions of the relevant indices with the following:</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel fuel – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>
1.3	The base month shall be the month prior to the closing date of this tender.

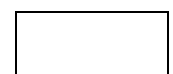
  
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Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## Part 2: Data Provided by the Service Provider

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

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*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*