



C1.2 CONTRACT DATA

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

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFICATION DATA

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

Part 1: Data Provided by the Employer

Clause	Data
1.1.1.5	The “commencement date” means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Practical Completion is 180 calendar days.
1.1.1.15	The Name of the Employer is Nkangala District Municipality
1.2.1.2	The Employer’s address for receipt of communication is: 2A Walter Sisulu Street MIDDELBURG 1050 P O Box 437 Middelburg 1050 Telephone: 013 249 2000 Facsimile: 013 249 2145
1.1.1.16	The Employer’s Agent is Endecon Ubuntu (Pty) Ltd

Tenderer

Witness 1

Witness 2

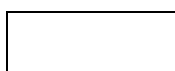
Employer

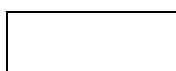
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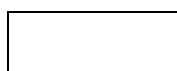
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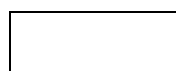


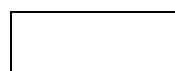
1.2.1.2	The Employer's Agent's address for receipt of communication is: 9 Ehmke Street Nelspruit 1200 Telephone: 013 741 4499 / 082 804 4948 Email: vsambokwe@plpafrica.co.za
1.2.1	Add the following to the clause: 1.2.1.3 Sent by e-mail irrespective of it being during office hours or otherwise. 1.2.1.4 Delivered by a courier service, and signed for by the recipient or his representative.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.3.5	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.2.3	The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.

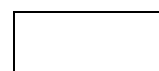

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.3.5	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	Add the following new clause: the Contractor shall: i) employ Targeted Labour from the Target local area(s)
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required before commencement with Works Execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following:

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



	The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information
5.7.1	Delete the last paragraph of the clause and replace with the following: No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.1.1 & 5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays, which shall generally be from 16 December to the start of the first full working week in January.
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
5.13.	Delete the contents of the clause and insert the following: 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be: R2 000-00 per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



	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 Employer's Agent to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Contractor 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 Contractor. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.
5.14.1	The requirements for reaching Practical Completion are: 1. The issuing of a Completion certificate by Eskom 2. Electrification of WP4's Reservoirs and Pump Station 5
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be: A fixed performance guarantee of 5% of the Contract Sum plus retention of 10% of the value of the works completed.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "20%".

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: 150362/6B

**CONSTRUCTION OF THE LOSKOP REGIONAL BULK WATER SUPPLY SCHEME IN THEMBISILE
HANI LOCAL MUNICIPALITY – WORK PACKAGE 6B (ESKOM MV BULK ELECTRICAL
CONNECTION (CHICKADEE LINE SECTION TO PUMP STATIONS 3 & 4))**

8.6.1.1.2	Not required
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R10 000 000.
8.6.1.3	The limit of indemnity insurance for liability insurance is R10 000 000.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

Tenderer

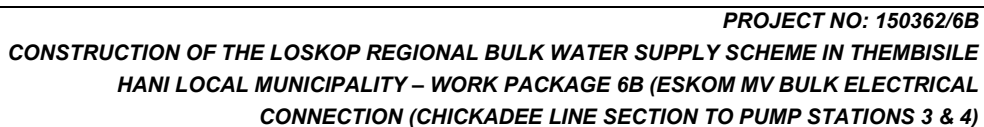
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data		
1.1.1.9	The name of the Contractor is: 		
1.2.1.2	The address of the Contractor is: 		

Witness 2