

CONTRACT DATA

**A contract between
SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew,
and**

**Appointment Of A Service Provider To Render Mast Replacement Services At The
Port Elizabeth OC**

Bid Number: SENT-040-2023-24

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PART C1: AGREEMENTS AND CONTRACT DATA –

Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the **Appointment of a Service Provider to render Mast Replacement Services at the Port Elizabeth OC**

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder 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 APPLICABLE TAXES; (in the Bids applicable currency).

_____ (amount in words);

_____ (amount in figures)

NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

Bidder's Signature(s) _____

Signed by the Bidder at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Capacity _____

Address (*Domicillium*)

Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder 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:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder 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 the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Sentech's Signature(s) _____

Signed by Sentech at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Designation _____

SENTECH SOC LIMITED,

Sender Technology Park

Octave Road, Radiokop

Honeydew

Johannesburg

Date _____

Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.

THE CONTRACT

➤ GENERAL CONDITIONS OF CONTRACT

For the purpose of this Contract the General Conditions of Contract which shall apply are set out in the document entitled

➤ GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

As issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa. These General Conditions of Contract shall apply except in so far as they are modified, qualified or amended, by the following Special Conditions of Contract or as elsewhere elaborated in these documents.

➤ SPECIAL CONDITIONS OF CONTRACT

The following changes are made to the General Conditions of Contract. The clause numbers referred to hereafter are the clause numbers of the General Conditions of Contract.

PAGE REF.	CLAUSE NUMBER	AMMENDMANT	TOPIC HEADING
		Add new clause 23 "The Contractor shall be deemed to have indemnified Sentech as he hereby does indemnify it against injury to any person occurring prior to the Final Completion of the Contract Works, or occurring owing to the Contract Works being handed over in an unsafe condition. The Contractor further Indemnifies Sentech against all actions, suits, demands costs or expenses arising in connection with such injury referred to above, either at common law or under the Compensation for injury and Disease Act (C.O.I.D Act), or any amendment thereto"	Injury To Persons
		Add new clause 24 The contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the following: a) Any of the Employer's Liabilities. b) Inclement weather. The contractor will however not be entitled to Claim for cost incurred due to delays as a result of Inclement weather.	Extension Of Time
		The Contractor shall be entitled to be paid at monthly intervals for the value of the works executed. The Contractor shall submit each month statement showing the amounts to which he considers himself entitled.	Monthly Statements

SCHEDULE OF DEVIATIONS

Notes:

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder'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.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** _____

Details _____

2. **Subject** _____

Details _____

3. **Subject** _____

Details _____

4. **Subject** _____

Details _____

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder 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 Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

Part one - Data provided by Sentech given in all contracts

1. The *Purchaser* is

SENTECH SOC LIMITED,

Sender Technology Park

Octave Road

Radiokop

Honeydew

Johannesburg

2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

4. Terms of Delivery

The Terms of Delivery are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

5. Language

The *language* of this contract is English.

6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones

must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

9. Warranty

The warranty period is 12 months after Delivery.

10. Payment

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

11. Currency

South African registered businesses that purchase equipment overseas and quote in foreign currency will be required to provide Sentech a 6-month forward cover contract on appointment. The 6 months forward cover will be re-negotiated and renewed every 6 months should the contract term on this tender be longer than 6 months.

12. General - Prices

Unless approval has been obtained from Sentech, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

13. Price Negotiations

Sentech reserves the right to negotiate market related prices. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

14. Liabilities indemnities and insurance

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

15. Disputes

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

16. Termination

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.

Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

17. Contract Term

This contract will run for a period of **6** months.

18. Supplier Due Diligence

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

19. Cession

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

20. Monitoring and Evaluation

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

21. Protection of Personal Information Act No. 4 of 2013 ("POPI")

Sentech is POPI compliant, and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

22. Delay damages

As stipulated in the Special Conditions of Contract.

Sentech's Representative is

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED,**

Sender Technology Park
Octave Road,
Radiokop, Honeydew
Johannesburg

Tel No. 0114714400

Sentech's Representative is the Executive: Legal and Regulatory.

Contract Data

Part two - Data provided by the Bidder

Statements given in all contracts

The Bidder is:

Name _____ Address _____

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.

PART C2: PRICING DATA

PRICING DATA

C2.1 PREAMBLE TO SCHEDULE OF QUANTITIES

1. These Preambles are to be read in conjunction with the Schedule of Quantities following hereafter.
2. The Schedule of Quantities shall be read in conjunction with all the Tender & Contract documentation i.e. Conditions to be observed in Tendering, General Conditions of Contract, Special Conditions of Contract, Specification and accompanying Drawings, etc.
3. The Schedule of Quantities include as far as can be determined every class of operation, construction or material which the Contractor is likely to be called upon to perform or supply.
4. No alteration, erasure, omission or addition is to be made in the text and conditions of the Schedule of Quantities. Should any such alteration, amendment, note or addition be made, it will not be recognised, but the reading of the Schedule of Quantities, as prepared by the Engineer, will be adhered to.
5. Should any figures or writing in the Schedule of Quantities be indistinct, or the Schedule of Quantities contains any obvious errors, the Contractor must inform the Engineer at once and have them rectified. No liability whatsoever will be admitted in respect of errors in the contract due to the foregoing.
6. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive value of the work described under the several items, including all costs and expenses which may be required in and for the construction of the work described together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be stated separately in Section 1 in the item provided for the purpose.
7. A price or rate is to be entered against each item in the Schedule of Quantities, whether quantities are stated or not. Items against which no price is entered are to be considered as covered by the other prices or rates in the Schedule.
8. The quantities entered in the Schedule are deemed to be approximately correct for each item, but the tendered unit prices will be deemed to apply to any changes in quantity that may be necessary.
9. Provisional items and sums as detailed in these Schedules shall be expended only on the specific instruction of the Engineer, the work executed being measured, and valued at applicable rates contained in the Schedule or new rates agreed with the Engineer.
10. Except where shown to the contrary in the Contract, the Schedule of Quantities has been drawn up in accordance with SANS 1200, failing which the Standard System of Measurement of Civil Engineering Quantities Second Edition - June 1973 recommended by the South African Institution of Civil Engineers shall apply.
11. The costs of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the Works are deemed to be included in the relevant rates in the Schedule of Quantities.
12. Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

C2.2 SCHEDULE OF QUANTITIES

- Attached

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

PROJECT SPECIFICATION

C3.1 GENERAL DESCRIPTION

Sentech Ltd is the common carrier for broadcasting signal distribution in South Africa and transmits radio and television signal countrywide via integrated terrestrial and satellite networks.

Sentech requires the replacement of the existing transmission tower at the Port Elizabeth Operating Centre with a new tower at the same location. The existing tower is a 30m freestanding, tapered, 3 legged, structural steel lattice structure. The tower provides the support to numerous antennas. The antennas are secured to the tower at various points with antenna brackets. The height the new tower must be the same as the existing tower and all antennas must be transferred to the new tower once completed.

C3.2 SCOPE OF WORKS

The scope of works consists of the following:

1. Prepare shop detail drawings and material lists.
2. Fabricate and paint the new mast and antenna mounting hardware and transport to site.
3. Remove all existing antennas and feedlines from the existing tower and store on site.
4. Install a temporary dish mounting pole to the existing building or other appropriate location and install 2 no. off antenna dishes that must remain on-air during construction.
5. De-rig the existing tower and neatly store on site at a dedicated area specified by the client.
6. Expose the 3 existing \varnothing 150mm PVC cable sleeves (approx. 300mm below the pavement) next to the foundation. Cut the sleeves and install slow bend sleeves so that the cables can run up the vertical face of the new foundation.
7. Cast new reinforced concrete foundation on top of the existing foundation as per drawing 201776-100-01.
8. Erect the new tower.
9. Install a 25x3 copper tape running from the from the earthing spike on top of the mast to the base of the mast.
10. Install all the antennas on the new mast at their original height, direction and azimuth.
11. Install a cable tray running on the new foundation from the cable sleeve exit point to the base of the cable ladder.
12. Install and run electrical cables up the mast.
13. Install new feeder cables and connect to antennas.
14. Apply touch-up paint to mast and paint all exposed bolt and nuts.

C3.3 APPLICABLE CODES AND STANDARDS



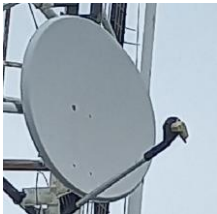
The Works shall be completed in accordance with the requirements and specifications of the following standards.







- SANS 1200G
- SANS 2001-CSI
- AWS D1.1.10
- SANS 50025
- SANS 121

C3.4 SPECIAL CONSTRUCTION REQUIREMENTS

Antenna Works

- All antennas must be re-instated at their original elevation, direction and azimuth on the new mast once it is completed. Contractor to record the elevation, direction and azimuth of each antenna before they are removed from the existing mast.
- The following is a list of antennas to be relocated to the new mast.

Antenna No:	Approx. Size (mm)	Type	Height From Mast Base (m)	Photos
1	840 Ø	Satelite Dish	2	
2	640 Ø	Satelite Dish	3	
3	840 Ø	Satelite Dish	4	

4	1000	Log Periodic with Radome	9.2	
5	900 Ø	Satelite Dish	20	
6	1100x800	Paraflector	21	
7	1100	Yagie	23	
8	1000	Dipole	25	
9	1000	Log Periodic with Radome	25	

10	900 Ø	Satelite Dish	26	
11	800	Log Periodic	27	
12	800x400	Grid Antenna	27	
13	1000	Log Periodic with Radome	27	
14	1000	Yagie	28	
15	1000	Log Periodic with Radome	29	

- Sentech shall test all antenna connections after installation by the Contractor.
- The contraction shall ensure that a temporary aviation warning light is in switched on and working at night-time during the rigging works.
- The contractor shall supply Sentech with and Electrical Certificate Of Compliance for the installation of the aviation warning light.

Mast Fabrication and Erection

- Each mast module must be pre-assembled complete with ladder and grating panels before galvanising for inspection by the engineer.
- All mating surfaces must be unpainted (i.e. HD Galvanised only). Fabricator must mask off all mating surfaces including mating surfaces between steel sections and bolt heads/nuts prior to painting. The masked off area must be bordered by a strip of primer coat at least 20mm wide.
- Once the mast is erected all previously masked off areas must be painted.
- The Contractor must ensure that the existing and new mast is adequately supported during construction process.
- The Contractor shall not weld or drill holes in the new and existing mast for rigging purposes.

C3.5 TENDER DRAWINGS

Below is a list of the drawing issued with this tender

- 201776-100-01 - Foundation General Arrangement
- 201776-200-01 - Mast General Arrangement
- 201776-200-02 - Mast Sections
- 201776-200-03 - Mast Sections and Ladder Arrangement
- 201776-200-04 - Antenna Mounting Pole General Arrangement

C3.6 HEALTH AND SAFETY

The Contractor will be required to submit a complete health and safety file in accordance with the Client's requirements. The file must be approved by Sentech before the Works may commence.

C3.7 FREE ISSUE ITEMS TO CONTRACTOR

Sentech will provide the Contractor with new feeders (complete with connectors) for the antennas.

C3.8 RIGGING METHODOLOGY

The Contractor is responsible for the design of rigging and de-rigging procedures as well as the design and fabrication of all rigging equipment and temporary supports to the masts. The Contractor must submit a detailed rigging and de-rigging methodology for the Engineers approval. All these costs shall be included in his price.

C3.9 CONSTRUCTION PROGRAMME

Timeous completion of the contract is of paramount importance to the Employer. The Contractor must submit a programme within 2 weeks of the tender award date. This programme shall provide the following information in bar chart format:

- Activity description
- Activity duration
- Activity logic

The programme must show the removal of the antennas from the existing mast as well as their installation on the new mast.

C3.10 MATERIAL AND EQUIPMENT DELIVERY

The contractor shall be responsible for loading, off-loading and transportation off all material and equipment including the free issued items and shall provide all equipment required to do these tasks.

C3.11. INCLEMENT WEATHER

The contractor will be entitled to claim an extension to the Time for Completion for delays incurred as a result of inclement weather provided that adequate weather records are provided. The contractor must keep a daily diary in which the following must be recorded.

- Names of the people on site and their designations.
- Tasks completed during the day.
- Hours lost due to inclement weather.
- Description of the inclement weather.
- Period during which the inclement weather occurred.
- Full weather records for the day. As a minimum the weather records must include the temperature, rainfall, maximum gust speed, average wind speed and humidity. The data must be recorded at maximum 30-minute intervals.
- Planned activities for the following day.

Daily diaries must be submitted to the Engineer on a weekly basis. The contractor is responsible for the supply and installation of the weather station and must include for this in his price.

C3.12. SITE INFORMATION

LOCATION OF THE WORKS

Sentech's PE Operational Centre Offices, Port Elizabeth transmitter site is situated on the hill above the residential suburb of Millard Grange.

The site elevation is 77m ASL.

Site co-ordinates are 33°56'56.50"S 25°35'47.40"E

DESCRIPTION OF THE SITE

The site is accessed via surfaced municipal roads. Below are general photos of the mast.



Figure 1: Site view from Google Earth



Figure 2: Mast base



Figure 3: Mast top

SITE FACILITIES REQUIRED

Potable Water

The Contractor shall provide his own potable water.

Electricity

The Contractor shall provide his own electrical power. The Contractor will be responsible for the installation and connection of all temporary electrical services and equipment in terms of the Occupational Health and Safety Act NO 85 of 1993 (OHS ACT). Such work must be executed in strict accordance with the "Standard Regulations for wiring of sites", as issued by the S.A. Institute of Electrical Engineers.

Accommodation of Labour/Personnel

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

Enclosure of the Works

The Contractor shall provide, erect, alter as necessary, maintain and remove and make good on completion suitable barriers all as necessary for the enclosure of dangerous portions of the works and the protection of the workmen under this and other contracts being executed simultaneously on the site (only in so far as necessary due to work executed under this contract).

Contractor's and Sub-contractor's Notice boards

The Contractor's notice boards shall be to the approval of the Engineer. The Contractor will also be required to place notice boards restricting access to unauthorized persons at conspicuous places.

Contractor's Yard and Storage

The Contractors Yard and storage must all be located within the fenced off site. The Contractor must take cognisance of the fact that there is limited space available for storage and working and must allow for this his pricing and planning.

Toilets

The Contractor shall provide temporary toilet facilities for his work force and shall maintain these in a thoroughly clean, tidy and hygienic condition.

Protection of existing and/or partially occupied works

If required, the Contractor shall provide all reasonable measures necessary to protect the existing and/or partially occupied works to ensure that they are not damaged, and he shall remove such protection on completion. These measures shall be approved by the Engineer