

C1.2 CONTRACT DATA

A. CONDITIONS OF CONTRACT

The conditions of contract applicable to this project shall be the General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering.

B. CONTRACT SPECIFIC DATA

(Clause numbers refer to Clauses in the General Conditions of Contract for Construction Works (3rd Edition 2015))

*** To be completed by Tenderer**

DESCRIPTION	CLAUSE	DETAILS
Defects Liability Period	1.1.1.13	12 calendar months from the date of issue of the Certificate of Completion
Time for achieving Practical Completion (including non-working and special non-working days)	1.1.1.14	Employers Time for Completion is 80 weeks
Name of Employer	1.1.1.15	Msunduzi Municipality
Employers Agent	1.1.1.16	Lingela Consulting Engineers (Pty) Ltd
Contract Pricing Strategy	1.1.1.26	Re-measurable Contract
Address of Employer	1.2.1.2	AS Chetty Building, 333 Church Street, Pietermaritzburg, 3201
Address of Employers Agent	1.2.1.2	1 Aberfeldy Road, Wenslydale, Pietermaritzburg, 3201
Specific approval of the Employer Required	3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following clauses of the GCC 2015 THIRD EDITION. Clause 6.3: Variation Clause 5.12: Extension of Time for Practical Completion
Contractor's General Obligations	4.1.1 and SCC 4.1.1:	The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Documentation Required Before Commencement with Works Execution	5.3.1	- Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3) - Initial Programme (Refer to Clause 5.6) - Performance Guarantee (Refer to Clause 6.2) - Insurances (Refer to Clause 8.6)

		<ul style="list-style-type: none"> - Letter of Good Standing with Compensation Commissioner. - Construction Notice with the Department of Labour
Time to Submit Documentation Required Before Commencement with Works Execution	5.3.2	Within 14 days after the Commencement Date.
Non-working and special non-working days	1.1.1.12 & 5.8.1	<p>Non-working days are Sundays.</p> <p>Special non-working days are the year-end break and statutory public holidays.</p>
Year-end break	5.8.1	18/12/2025 to 05/01/2026 (both days included)
Amount of Penalty	5.13.1	The penalty for failing to meet the requirements of clause 5.5 shall be 0.1% per day.
Latent Defect Period	5.16.3	10 years.
Performance Guarantee	6.2.1	10% of the Accepted Offer
Duration of Guarantee	6.2.3	12 months from date of completion.
Contract Price Adjustment	6.8.2	Is applicable from month 13 utilising month 12 as the base month for calculations.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage Retention	6.10.3	10 percent
Limit of Retention Money	6.10.3	5 percent of the total Contract Price
Delivery of Contractor's Completion Statement	6.10.8	14 days after the date of issue of the Certificate of Completion
Delivery of Contractor's final statement	6.10.9	14 days after the date of issue of the Certificate of Final Approval
Insurance of the Works	8.6.1	Required
Special Risks Insurance	8.6.1.2	SASRIA all risk is required
Minimum Amount of Liability Insurance	8.6.1.3	The limit of indemnity for liability insurance is R5 000 000.00 per event, the number of events being unlimited.
Settlement of disputes to be by	10.5.2 & 10.7.1	Ad-hoc adjudication followed by Arbitration (following the Rules for Conduct of Arbitrations published by the Association of Arbitrators)
Penalties	F1.11	The penalty that is applicable to any shortfall in the local labour content achieved. The specified minimum percentage of local labour content is 5%

C. SPECIAL CONDITIONS OF CONTRACT

CLAUSE 4.1 EXTENT OF CONTRACTOR'S OBLIGATIONS

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Clause 4.1.3 – Add the following sub-clause:

"Where the Contractor elects to offer a design or of affecting the permanent works, the design shall be subject to the written approval of the Employer's Agent. The Contractor shall make any changes required by the Employer's Agent at no extra cost to the Employer."

CLAUSE 4.3 LEGAL PROVISIONS

Clause 4.3.1 – Add the following sub-clause:

4.3.1.1 The Occupational Health and Safety Act (1993) (OHS Act) as amended shall apply. The Employers Agent Representative shall be co-opted as a member of the Contractor's Safety Committee for the Works in accordance with Section 19 of the OHS Act. The Explosives Regulations Act 26 of 1956 and as amended shall apply.

Clause 4.3.2 – Delete the words "If required"

CLAUSE 4.4 SUBCONTRACTING

Msunduzi SCM Policy 2022/2023

52.3 Subcontracting as condition of tender

- (1) If feasible to subcontract for a contract above R5 million, Msunduzi Municipality will apply subcontracting to advance designated groups.
- (2) If the Msunduzi Municipality applies subcontracting as contemplated in sub regulation (1), the Municipality must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (a) Msunduzi EME;
 - (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (i) Msunduzi Manufacturing Enterprise

- (j) Location of a Business Enterprise or
- (i) more than one of the categories referred to in paragraphs (a) to (j).
- (3) The Msunduzi Municipality will make available the list of all suppliers registered on database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.
- (4) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the Municipality.

52.4 Subcontracting after award of tender

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the Municipality.

52.5 80/20 preference point

- (1) A tenderer must submit proof to claim points for specific goals.
- (2) A tenderer failing to submit proof for specific goals may not be disqualified, but-
- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for specific goals.
- (3) The points scored by a tenderer for specific goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- (4) The points scored for the price must be added to the points scored for the specific goal to obtain the bidder's total points scored out of 100.
- (5) The points scored must be rounded off to the nearest two decimal places.
- (6) the contract must be awarded to the tenderer scoring the highest points.
- (7)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The Msunduzi Municipality may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

52.6 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

- (1) A tenderer must submit proof to claim points for specific goals.
- (2) A tenderer failing to submit proof for specific goals may not be disqualified, but-
- (a) may only score points out of 90 for price; and
- (b) scores 0 points out of 10 for B-BBEE.

- (3) The points scored by a tenderer for specific goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- (4) The points scored for the price must be added to the points scored for the specific goal to obtain the bidder's total points scored out of 100.
- (5) The points scored must be rounded off to the nearest two decimal places.
- (6) the contract must be awarded to the tenderer scoring the highest points.
- (7)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The Municipality may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the Msunduzi Municipality must cancel the tender.

CLAUSE 5.8 NON-WORKING HOURS AND SPECIAL NON-WORKING DAYS

The first paragraph is to be amended to read:

"None of the Works shall be executed except between 07:00 and 17:00 on Monday to Friday inclusive and 13:00 on Saturday of any week or on any non-working and special non-working days stated in the Contract Data unless"

Delete sub-clauses 5.8.1.2 and 5.8.1.3.

CLAUSE 5.12 EXTENSION OF TIME FOR PRACTICAL COMPLETION

Add to sub-clause 5.12

"Extensions of time for practical completion due to abnormal climatic conditions shall be determined in accordance with Clause PS 4.3.6 "Critical Path" method.

CLAUSE 6.6 PROVISIONAL SUMS

Sub-Clause 6.6.1.2.2 - Delete the entire sub-clause.

CLAUSE 6.10.1 MONTHLY PAYMENTS

Add sub-clause 6.10.1.9:

"In order to meet payment submission deadlines stipulated by the Client, the Contractor must do **measurement** for inclusion into monthly valuations from the **26th day of the preceding month** to the **25th day of the current month.**"

Add sub-clause 6.10.1.10:

“In order to facilitate payment, the Contractor must ensure that all valuations and payment certificates, including labour returns, are submitted to the Employers Agent by the **27th day** of the current month.” Should the 27th fall on a non-working day or special non-working day, the certificate is to be submitted on or before the previous working day.

CLAUSE 6.10.4
DELIVERY, DISSATISFACTION WITH A PAYMENT OF PAYMENT CERTIFICATE

Replace

“28 Days in the seventh line with 35 days.”

CLAUSE 6.11
VARIATIONS EXCEEDING 15 PERCENT

Delete the entire clause.

CLAUSE 8.5
REPORTING ACCIDENTS

Clause 8.5.1 – Delete, in the second paragraph, “If required by Employers Agent”

TESTING AND COMMISSIONING

Testing and commissioning of the works described in this contract shall be witnessed by the Employers Agent in the presence of a representative of the Employer.

**GUIDELINES FOR THE IMPLEMENTATION OF L.I.C. INFRASTRUCTURE PROJECTS UNDER THE
EXPANDED PUBLIC WORKS PROGRAMME.**

In terms of Government Gazette Notice No. 23045 dated 25 January 2002 of the Basic Conditions of Employment Act of 1997, this project is classified as a Special Public Works Programme (SPWP).

The tenderers should take note of the relevant requirements in the Guidelines to the following:

1. Basic conditions of employment.
2. Sourcing of labour in accordance with SANS 1914-5

CIVIL ENGINEERING INDUSTRY MINIMUM WAGE RATE OF R30/ HOUR (8 Hour Day)

Locally employed persons shall be remunerated at the Task Grade 1 Wage Rate per hour, whichever is the greater, which comes into effect during the currency of the Contract as reflected in:

1. the latest Sectorial Determination for the Civil Engineering Sector (Government Gazette No. 37749); or
2. a Civil Engineering Industry Wage & Task Grade COLLECTIVE AGREEMENT facilitated by the Bargaining Council for the Civil Engineering Industry (BCCEI); or as adopted following
3. a signed agreement between the South African Federation of Civil Engineering Contractors (SAFCEC) and labour unions.

All other terms of employment shall be structured in accordance with the 'Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)- Second Edition July 2005- Pages 7-12'. Refer Part 5- Annexures- Item 1.7.

EPWP REPORTING

Monthly reporting must be submitted by the 05th of each month for the previous month e.g. Jan 2025 reporting to be submitted by the 5th of Feb 2025 and so on, together with the following information:

1. EPWP Excel Reporting Template
2. Signed contracts between employer and employees
3. Certified ID copies
4. Proof of Payments to each labour

NB: Cash payments or payments into one bank account for multiple employees is not accepted. Each labour must have a bank account in their name and payment made into each bank account.

D. DATA PROVIDED BY CONTRACTOR

Clause	Data
1.1.1.9	The Contractor is
1.2.1.2	<p>The Contractor's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax:</p> <p>E-mail:</p>