



**TENDER NO.: KIM 6057/2019/RFP**

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF DOMESTIC WATER  
RESERVOIR, RETICULATION NETWORK AND BOOSTER PUMP STATION.**

**CONTRACT**

**VOLUME 2**

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**Part C1: Agreement and Contract Data**

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**C1.1 Form of Offer and Acceptance (Agreement)**

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**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) today:

the ..... (day)  
of ..... (month)  
20 ..... (year)  
at ..... (place)

For the Contractor

..... Signature .....  
..... Name .....  
..... Capacity .....

..... Witness Signature .....  
..... Name .....

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## **C1.2 Contract Data**

### **C1.2.1 General Conditions of Contract**

The following standardized General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Third Edition) 2015**

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employers Agent.

The Pro-formas bound with the General Conditions of Contract 2015, from page 96 to page 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

### **C1.2.2 Special Conditions of Contract**

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

#### **1.1.1.16 Add the following to Clause 1.1.1.16:**

"Where reference is made to the term 'Engineer' in the Project Specifications or anywhere in the contract document, the terms 'Engineer' and 'Employer's Agent' shall have the same meaning."

#### **2.4.3 Add the following Clause 2.4.3**

"2.4.3.1 The originals of all Drawings and Specifications prepared by or on behalf of the Employer's Agent shall remain in his custody and references herein to delivery to the Contractor of Drawings or Specifications shall relate to true copies thereof."

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2.4.3.2 The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, copies of each such Drawing and Specification and to receive, or reproduce, such additional copies as he shall reasonably require.

All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.

2.4.3.3 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Employer's Agent or any person authorised by him.

2.4.3.4 The Contractor shall, in accordance with the Employer's Agent's instructions, maintain a register on the Site of all Drawings and revisions thereof in the chronological order in which they are delivered to him."

4.1.2 *Amend the first three lines to read:*

"Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in and design, drawing or document and any loss or damage arising out of such error or deficiency."

4.2.3 *Add the following new Clause 4.2.3:*

"4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.

4.2.3.2 After compliance by the Employer's Agent with the provisions of Clause 4.2.3.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Clause 4.2.3.1, the Contractor shall, in

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respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."

4.4.2

Liability for Subcontractors

*Add the following to Clause 4.4.2 after the last sentence:*

"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be unreasonably withheld."

4.9.

*Add the following new Clauses:*

"4.9.2: In order to preclude seizure by the owner of any Construction Equipment being held by the Contractor on a hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.

4.9.3: When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of Construction Equipment brought to the Site by the subcontractor."

5.3.3

Time to instruct commencement of the Works

*Add the following to Clause 5.3.3 after the last sentence:*

- 5.9.1 "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 and complied with the initial requirements thereof."

*Add the following paragraph:*

- 5.11.4 "All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account."

*Add the following after "the Contractor," in the third line:*

- 5.13.3 "or by reason of any contractor executing construction work, which is not in accordance with, the Contractor's Health and Safety Plan for the Site or which poses a threat to the health and safety of persons."

*Add the following new Clause:*

- 5.14.2 "Fifty per cent (50%) of the penalty as stated in the Contract Data (5.13) shall also be applicable should the Contractor fail to achieve the interim milestone dates as stated in Clause C3.5.1(a) (Management of the Works)."

Issue of Certificate of Practical Completion

*Replace "the Employer's Agent" in the second line with the following:*

- 5.14.4 ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"

*Add the following at the end of this Clause:*

- 6.5.3 "However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information."

*In the last sentence:*

- 6.6.1 *Delete the first word "If" and replace with "When".*

- 6.8.2 *In the first line of Clause 6.6.1.2.1 after the word "sums" and the fourth line of Clause 6.6.1.2.2 after the word "amount" insert "excluding VAT."*

- 6.10.2



*Insert "VAT and" after "excluding" in the parenthesis in the third line.*

*Replace the second sentence (commencing "The valuation of such materials .....") with the following:*

6.11 "The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer's Agent as payable to the Contractor in respect of each Payment Certificate, as provided for in Clause 6.10.1;"

Variations exceeding 15 per cent

7.2.1 *Replace "15 per cent" in the heading, the marginal heading and in Clause 6.11.1.3 with "20 per cent".*

*Add the following to this sub-clause:*

7.4.1 "The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times."

*Add the following to this sub-clause:*

"The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.

Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.

The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Employer's Agent.

7.6.3.3 Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer's Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements."

*Add the following new Clause:*

8.3.1.4 "To stop any contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan for the Site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing."

*Delete and replace with the following:*

8.4.1.1 "Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks."

*Delete and replace with the following:*

8.6.1 "hereby indemnifies the Employer, the Employer's Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and"

*Delete and replace with the following:*

## **(1)(b) Insurance Effected by the Contractor**

### **SECTION A: DEFINITIONS**

**Landside** refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

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**Airside** refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

## **SECTION B: INSURANCE CLAUSES**

### **1. Insurance requirements for contracts with a value below R50million on the LANDSIDE**

#### **1.1 Contract Works**

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

#### **1.2 Public Liability**

- In the event of a claim against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

#### **1.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

### **2. Insurance requirements for contracts below R50million on the AIRSIDE**

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## 2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

## 2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

## 2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## Sub-Clause (2)

If required, the Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No 85 of 1993 and, in respect of the later Act, shall when called upon to do so, enter into and execute an Agreement as provided under Section 37(2) of said Act. The Agreement shall be in the form included elsewhere in this document.”

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*Add the following new Clause:*

“Has failed to execute construction work in accordance with the Contractor’s Health and Safety Plan or without a threat to the health and safety of persons within fourteen (14) days after receiving from the Employer’s Agent written notice of the same. “

*Add the following Clause:*

“10.1.6 Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor’s entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.”

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**Part 1: Contract Data completed by the Employer**

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

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

Clause

1 **GENERAL**

1.1.1.13 The Defects Liability Period is **12 months**.

1.1.1.14 The time for achieving Practical Completion is **6 months**.

1.1.1.15 The Employer is the **Airports Company South Africa**, Kimberley Airport, represented by Sibusiso Lukhele and/or such other person or persons duly authorised thereto by the Employer in writing

Address to: Airports Company South Africa SOC Limited  
24 Johnson Road  
Riverwoods Office Park  
The Maples Building  
Bedfordview  
Johannesburg  
2007

1.1.1.16 The Employer's Agent is Thuso Development Consultants acting through a director or an official duly authorised thereto in writing.

Address to: Thuso Development  
75B Gen. Dan Pienaar Drive  
Dan Pienaar  
Bloemfontein  
9300

1.1.1.26 The Pricing Strategy is a Re-measurement Contract as defined in Subclause 1.1.1.27

3.2.3 The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Clause 3.3.1 Nomination of Employer's Agent's Representative
2. Clause 3.3.4 Employer's Agent's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 6.3 Variations
5. Clause 5.11.2 Suspension of the Works
6. Clause 5.12.1 Extension of Time for Practical Completion
7. Clause 5.12.4 Acceleration instead of extension of time

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**5.3.1** 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)  
Security (Refer to Clause 6.2)  
Insurance (Refer to Clause 8.6)  
Cash flow projection

**5.3.2** The time to submit the documentation required before commencement with Works execution is **fourteen (14) days**.

**5.4.2** The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

**5.8.1** Refer to the working hours as detailed below.

The special non-working days are gazetted public holidays falling outside of the year end break and the days on which the contractor grants the majority of his permanent workforce leave around 15 December and the first Monday of the subsequent year (as defined by SAFCEC).

**5.13.1** The Penalty for delays is 0.05% of the contract value per day

**5.16.3** The latent defects period is **10 years**.

**6.5.1.2.3** The percentage allowances to cover the relevant charges is **10%**.

#### **6.8.2 Contract Price Adjustment**

The Contract Price shall not be subject to contract price adjustment.

**6.10.1.5** The percentage advance on materials not yet built into the Permanent Works is **80%** upon proof of ownership.

Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents."

**6.10.3** Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **5%** of the said amounts due to the Contractor. The limit of retention money is **5%** of the Contract

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Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention **is** permitted.

**8.6.1.1.2** The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R0,00 (Nil)**.

**10.5.3** The number of ad-hoc Adjudication Board Members to be appointed is **1 (one)**.

**10.7.1** Disputes are to be referred for final settlement to arbitration.

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**Part 2: Data provided by the Contractor**

**Clause 1.1.1.9:**

The name of the Contractor is .....

**Clause 1.2.1.2:**

The address of the Contractor is

Physical: ..... Postal  
 Address ..... Address  
 .....  
 .....  
 : .....  
 .....  
 .....  
 .....  
 .....  
 .....

Telephone: ..... Fax:  
 .....

email : .....

6.2.1 The security to be provided by the Contractor shall be one of the following:

<b>TYPE OF SECURITY</b>
Performance Guarantee of 10% of the Contract Sum (excluding VAT)

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### C1.3 Performance Guarantee (Pro Forma)

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: *Fixed*

"Expiry Date" means:

#### CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate

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Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

- 1.1. Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
  - 1.1.1. From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum: R.....  
 (Amount in Words.....)
  - 1.1.2. From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, \_\_\_\_\_ whichever \_\_\_\_\_ occurs \_\_\_\_\_ first:  
 R.....  
 (Amount in Words.....)
- 1.2. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

- 2.1. Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3. The Employer's Agent and/or Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion has been issued.

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

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- 3.1. The Guarantor hereby acknowledges that:
  - 3.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
  - 3.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
  - 3.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 3.2.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 3.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
  - 3.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 3.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing

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how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 3.6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: .....

Date: .....

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Guarantor's signatory (1): .....

Capacity:.....

Guarantor's signatory (2): .....

Capacity:.....

Witness signatory (1): .....

Witness signatory (2): .....

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#### **C1.4 Retention Money Guarantee (Pro Forma)**

ISSUED TO ..... *[INSERT NAME OF EMPLOYER]* ..... (hereinafter called "the Employer")

ON BEHALF OF ..... *[INSERT NAME OF CONTRACTOR]* ..... (hereinafter called "the Contractor")

in connection with CONTRACT NO: ..... (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

- 1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at ..... *[INSERT GUARANTOR'S FULL STREET ADDRESS]* ..... or such other address in ..... *[INSERT NAME OF COUNTRY]* ..... as we shall in writing notify to the Employer, and shall be accompanied by a certificate complying with Clause 2, signed by the Employer's Agent in office as such in terms of the Contract.
- 2 The Employer's Agent's certificate referred to in Clause 1 shall certify that:
  - (a) he is the Employer's Agent in office as such in terms of the Contract,
  - (b) the Contractor is in breach of his obligations under the Contract, and
  - (c) the amount demanded, which amount the certificate shall specify, does not exceed
    - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
    - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

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- 3 We shall within ..... days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at ..... *[INSERT EMPLOYER'S STREET ADDRESS]* ..... or at such other address in ..... *[INSERT EMPLOYER'S COUNTRY]* ..... as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to .....*[INSERT AMOUNT OF GUARANTEE IN WORDS]* ..... (R..... *[INSERT AMOUNT OF GUARANTEE IN FIGURES]*).
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At ..... for and on behalf of .....  
 .....  
 on this the ..... day of ..... 20.....

SIGNATURE : .....  
 CAPACITY : .....  
 ADDRESS : .....  
 : .....  
 :

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AS WITNESSES : 1 .....  
2 .....

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**C1.5 Adjudicator's Agreement**

This agreement is made on the ..... day of ..... between:  
 .....[*name of company/organisation*]  
 of .....  
 ..... [*address*] and  
 .....[*name of company/organisation*]  
 of .....  
 ..... [*address*]  
 (the Parties) and  
 ..... [*name*]  
 of .....  
 ..... [*address*]  
 (the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated  
 ..... and known as .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the  
 CIDB Adjudication Procedure [*hereinafter called "the Procedure"*], and the Adjudicator may be or has  
 been requested to act.

*\*Delete as necessary.*

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

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- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

<p>SIGNED BY: _____ Name: _____ who warrants that he/she is duly authorised to sign for and on behalf of the first Party in the presence of</p> <p>Witness: _____ Name: _____ Address: _____ _____ _____</p> <p>Date: _____</p>	<p>SIGNED BY _____ Name: _____ who warrants that he/she is duly authorised to sign for on behalf of the second Party in the presence of</p> <p>Witness: _____ Name: _____ Address: _____ _____ _____</p> <p>Date: _____</p>	<p>SIGNED BY _____ Name: _____ the Adjudicator in the presence of</p> <p>Witness: _____ Name: _____ Address: _____ _____ _____</p> <p>Date: _____</p>
---	---	---

**Contract Data**

- 1 The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
- 2 The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:

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- (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs
  - (b) Telegrams, telex, faxes and telephone calls
  - (c) Postage and similar delivery charges
  - (d) Travelling, hotel expenses and other similar disbursements
  - (e) Room charges
  - (f) Charges for legal or technical advice obtained in accordance with the Procedure.
- 3 The Adjudicator shall be paid an appointment fee of R..... This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
- 4 The Adjudicator is/is not\* currently registered for VAT.

*\*Delete as necessary*

- 5 Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
- 6 All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

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**C1.6 Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)**

THIS AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between ..... [hereinafter called "the Employer"] of the one  
part, herein represented by .....  
in his capacity as .....  
and .....  
[hereinafter called "the Mandatary"] of the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz Supply, Delivery, Installation, Commissioning and testing of domestic water reservoir and Booster pump station at Kimberley Airport and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer’s Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract [hereinafter referred to as "the GCC"], or

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- (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3.
- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
- (i) Section 8 : General duties of employers to their employees;
  - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
  - (iii) Section 37 : Acts or omissions by employees or mandataries, and
  - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

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- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

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**ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:             <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

## Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

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The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, ..... of .....  
agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

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**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 20.....,  
Mr/Ms ..... whose signature  
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of .....  
.....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS: 1. .... 2. ....

NAME (IN CAPITALS): 1. .... 2. ....

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## **PART C2.1: PRICING INSTRUCTIONS**

### **1. GENERAL**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

### **2. PAY ITEMS**

The method of measurement published by the SANS 1200 subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work,

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set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	mega
newton					
m <sup>3</sup>	=	cubic metre	MN.m	=	mega
newton-metre					
m <sup>3</sup> -km	=	cubic metre-kilometre	PC sum	=	Prime
Cost Sum					
l	=	litre	Prov sum	=	
		Provisional sum			
kl	=	kilolitre	%	=	per cent
MPa	=	mega pascal	kW	=	kilowatt

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### **3. QUANTITIES**

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### **4. RATES**

The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that

- 4.1 may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or

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phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **Excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the unit rate shall be corrected. Where there is

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an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

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**PART C2.2 BILL OF QUANTITIES**

The BOQ electronic document is attached separately (**BOQ\_KIM 6057/2019/RFP**).

**Note:** only cells that require information are editable, the rest of the document is protected. The electronically completed BOQ document should be attached to this section when submitting the tender.

**Summary:**

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Section A: Preliminary and General	R
2	Section B: Water: Medium Pipelines	R
3	Section C: Pump Station and Pipe Work	R
4	Section D: Pipe Jacking	R
<b>Sub-Total A</b>		<b>R</b>
Contingency (10% of Sub Total A)		R
<b>Sub Total B (Tendered Amount Excluding Vat) (Sub-Total (A + Contingency))</b>		<b>R</b>
Vat (15% of Sub-Total C)		R

Item	Description	Total
	<b>*Total Tendered Amount (Sub-Total (B + Vat))</b>	<b>R</b>

\*This amount should be carried over to the form of offer Part C1.

**C3: Scope of the Works**

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## THE WORKS

### PS 1 GENERAL DESCRIPTION

This project will provide the Airports Company South Africa with a domestic water storage reservoir and a water reticulation network with a booster pump station to supply water to the elevated storage tank at the Kimberley Airport. The elevated storage reservoir will be the main storage reservoir for the Airport.

### PS 2 DESCRIPTION OF SITE AND ACCESS

The construction of the new elevated domestic water reservoir will take place at the Kimberley airport. Access to the site are available from the N8. Air side permits will be required for access to the position of the elevated tower.

The operation of construction vehicles in Air side will only be allowed if the vehicles and drivers have been cleared for Airside permits. Construction vehicles will only be driven where permitted by ACSA.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites, except for payment made under payment item 8.3.2.2 of SABS 1200 A.

The Contractor shall be held responsible to rehabilitate all access roads and construction areas once the works has been completed.

### PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS

A geotechnical investigation has been carried out in the area where the elevated reservoir will be constructed.

### PS 4 DETAILS OF CONTRACT

The work to be carried out under this contract consists mainly of the following:

- (a) Establishment of the Contractor's camp, plant and material resources on site.

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- (b) Informal training of local labour and the employment of local labour.
- (c) Construction of new water network comprising pipe varying in diameter and pipe class.
- (d) Construction of new domestic water supply reservoir with volume of 217kl.
- (e) Installing water connections for buildings
- (f) Installation of a booster pump system

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

Approximate quantities of each type of work are given in the schedule of quantities.

## **PS 5 CONSTRUCTION PROGRAMME**

The Contractor shall submit a detailed programme within 14 days of the acceptance of the tender. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast.

The Contract Period shall include all Saturdays, Sundays, non-working days as well as an allowance for expected inclement weather and consequential delays during normal working days. The time for completion of the works shall be as stated in the Contract Data, Part C1.2, and clause 42.1. A week shall consist of five working days. The programme shall be agreed between the Employer and the Contractor prior to the implementation of the construction works

If the construction programme has to be revised in terms of Clause 12 of the Conditions of Contract because the Contractor is falling behind in his programme, the Contractor shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works before the Due Completion Date. Any proposals by the Contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and Plant on the Site, or by using the available labour and Plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in sub clause 55 of the conditions of contract.

It is of utmost importance that the East London Airport has access to water. The Contractor shall thus programme his works such that commissioning and connecting of new water mains commence once the works are completed.

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**PS 6 SITE FACILITIES AVAILABLE**

**PS 6.1 Sources of Water Supply and Power Supply**

Limited water, electricity and sewerage services are available in the vicinity of the Site, and the Contractor shall, at his own expense, be responsible for connections to the available services, as well as for the distribution of water and electricity for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

The Contractor shall make his own arrangements with the appropriate authority for water and electricity and sewerage connections.

No extension of time due to delays resulting from obtaining and maintaining these facilities will be granted.

**PS 6.2 Location of Camp and Depot**

The contractor will construct the site camp at location indicate by Airports Company South Africa. The construction camp shall be near the Site of Works.

**PS 6.3 Housing for the Contractor's Employees**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

**PS 7 SITE FACILITIES REQUIRED**

**PS 7.1 Facilities for the Engineer**

A site office, toilet and carport for the Engineer and his staff are required, and the Contractor must provide suitable facilities in his own offices for the holding of site meetings. The Engineer's Representative shall also be allowed the free use of the necessary survey equipment and survey assistants to enable him to carry out control work as and when required.

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**PS 7.2      Equipment for engineering staff**

Office facilities shall be provided by the Contractor as described in SABS 1200 AB and PSAB of the Specification.

**PS 7.3      Water, electricity and sewage**

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

**PS 7.4      Excrement Disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

**PS 7.5      Site instruction book**

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

**PS 8            FEATURES REQUIRING SPECIAL ATTENTION**

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**PS 8.1 Access to property**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owner affected by the work included in this contract. The main supply pipe line and the elevated storage tank will be constructed in airside, the contractor have to take special care when working in airside and have to comply to all the conditions for airside work as set out by ACSA regulations and standards.

**PS 8.2 Existing residential areas**

Access to the site shall be maintained at all times.

Electricity and water supply interruptions shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained.

**PS 8.3 Facilities to other Contractors**

In addition to the requirements of clause 18 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

**PS 8.4 Contractor's vehicles**

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences and Air side permits where required.

**PS 8.5 Site maintenance**

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

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No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

## **PS 8.6 Testing and quality control**

### **PS 8.6.1 Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

### **PS 8.6.2 Additional testing required by the Engineer**

In addition to the provisions of sub clause PS 8.6.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause PS 8.6.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional

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testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

**PS 8.6.3**      Costs of testing

(a)      Tests in terms of sub clause 8.6.1

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause PS 8.6.1, above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause PS 8.6.1.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (eg re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b)      Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub clause PS 8.6.2: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

**PS 8.7**      **Subcontractors**

The Contractor is responsible for work carried out on his behalf by subcontractors. The Engineer will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not be involved.

**PS 8.8**      **Existing Services**

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Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

Available drawings of existing services may be viewed at the offices of the Engineer.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works. The Contractor shall liaise with the local authority, electricity provider, telecommunication providers regarding the presence and location of any existing services. The Contractor shall arrange that a representative of such authorities or service providers to make known the location on site, before the commencement of works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

## **PS 8.9 Construction Regulations 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 7721 of 18 July 2003.) Non-compliance

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with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)(b) and (c)) of the Construction Regulations 2014, which is included with this document.

The Contractor shall in terms of regulation 7(1)(a) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

#### **PS 8.10 Concurrent Construction Contracts**

The Contractor's attention is drawn to the fact that other contiguous works will be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this Contract are likely to include, but are not limited to the following:

- To be made known at the site inspection.

The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these



Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstruction or hindrance caused to other contractors by the contractor, and all claims arising there from, will be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer. The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

## **PS 9 INFORMATION SUPPLIED BY EMPLOYER**

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

**PS 9.1 Labour-intensive competencies of supervisory and management staff**

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	

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		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
<p>Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)</p>			

**PS 9.2 Employment of unskilled and semi-skilled workers in labour-intensive works**

**PS 9.2.1 Requirements for the sourcing and engagement of labour**

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the above requirements.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;

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- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

**PS 9.2.2** Specific provisions pertaining to SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**PS 10** **EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL**

Rainfall will be recorded and made available at each site meeting.

**PS 11** **CERTIFICATES OF PAYMENT**

**(1)**

The statement to be submitted by the Contractor in terms of clause 49 of the conditions of contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of sub- clause 49.4 of the conditions of contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor

**PS 12 CONSTRUCTION IN LIMITED AREAS**

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

**PS 13 NON-WORKING DAYS**

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

**PS 14 SPOIL MATERIAL**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

**PS 15 DRAWINGS**

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

**PS 15.1 List of "as built" information required**

- (a) Exact coordinates and invert level of all constructed activities.



A Registered Land Surveyor shall be required to provide the above information.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

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**PS 16 TRENCHES**

No trenches may be left open overnight. All trenches which have been excavated but which have not been finally backfilled and compacted till the next day/shift shall be temporarily fully backfilled and compacted to a standard which will

- (a) prevent damage occurring to the trenches or any other part of the Works;
- (b) prevent damage to or physical loss of the property of any person;
- (c) eliminate the risk of injury to any person;

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent reopening of the trenches after the holiday period shall be for the Contractor's account.

**PS 17 SAMPLES**

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

**PS 18 MANUFACTURER'S INSTRUCTIONS**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

**PS 19 PROPRIETARY MATERIALS**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.



## **PS 20 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

A standard name board as per the included details shall be erected. The cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200A of the Schedule of Quantities.

## **PS 21 SETTING OUT OF WORK**

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels

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of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

## **PS 22 WORKMANSHIP AND QUALITY CONTROL**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

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The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

**PS 23            TRANSPORT OF MATERIAL**

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

**PS 24            LIAISON WITH LOCAL AUTHORITIES**

The Contractor will have to liaise with local authorities regarding the following matters:

- (a)            Dealing with traffic.
- (b)            Locating of existing underground services.
- (c)            Protection of existing services during construction.

It is the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involves a local authority.

In all dealings with communities through which the Works are to be constructed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and / or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolutions during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

**PS 25 ALTERNATIVE TENDERS**

In the case of an Alternative Tender submitted by the Contractor having been accepted by the Employer, the provisions as set out hereunder shall, in addition to the other requirements of the Contract, apply in the Contract.

**PS 25.1 Completion And Submission of Final Designs and Drawings**

The Contractor shall, not later than one (1) month prior to the date on which he intends to commence work on the Works or any portion thereof which is the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer, submit to the Engineer for his approval in accordance with the provisions of sub-clause 13.7 of the conditions of contract, the complete set of final working drawings, including general layout drawings and bending schedules, final design calculations, specifications, the design assumptions and parameters on which the designs are based and all other documentation and details as may be required by the Engineer for the purposes of evaluating and approving the final design, specifications and drawings.

The information and details to be submitted by the Contractor in accordance with the above paragraph shall comply in all respects with the following:

(a) Calculations

- Calculations shall include calculations of stresses in the structure and in the foundations as relevant, including calculations of the reinforcing or pre-stressed steel.
- The calculations shall be set out in a clear and logical manner to facilitate checking.
- A full description of the design assumptions shall accompany the calculations.

(b) Drawings

- Drawings shall show the whole structure in elevation, sectional elevation and in plan to a suitable scale.
- Sufficient large-scale sections and other details shall be submitted to show the concrete and other dimensions clearly.
- Foundation levels and foundation sizes, as well as the steel reinforcement at critical sections, shall be indicated on the drawings.
- The centroids of the cable profiles in pre-stressed concrete sections shall be shown with sufficient details of the pre-stressing system that the Contractor proposes to use.
- The standard of detailing and the quality of the prints shall be the same as that of the Contract Drawings supplied to the Contractor, or in the absence of any such Contract Drawings having been provided, of the same standard as that of the Tender Documents.
- The drawings shall be compiled in the official language of the Contract.

(c) Further details

- Should the Engineer conclude that the calculations, drawings, specifications or any other data submitted by the Contractor in accordance with the provisions of this clause are insufficient or inadequate for proper evaluation, the Engineer reserves the right to require the Contractor to submit such further calculations, drawings, specifications and any other such data as the Engineer may require. If such further details are not submitted within the time required by the Engineer, the Tenderer will be deemed to be in default of the provisions of this clause.
- The Contractor shall submit only drawings and other data which are complete in all respects and in accordance with this clause. If the final calculations, drawings and details do not comply with the

specified requirements, the alternative designs will be rejected unless suitably amended by the Contractor.

- The Contractor will not be entitled to any claim for delays experienced as a result of submitting incomplete drawings or other documents and data which are not strictly in accordance with the requirements of this specification.
- The Contractor shall not commence executing the Works or any portion thereof which is the subject of alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer, until the Engineer's approval of the designs and calculations has been given in writing and the drawings signed by the Employer, or the Engineer on the Employer's behalf.

## **PS 27.2 Status of Accepted Drawings**

The accepted Drawings shall form an integral part of the Contract Documents, and the use of drawings not accepted and signed by or on behalf of the Employer will not be permitted for construction or manufacturing purposes.

Notwithstanding the approval and/or acceptance and signing of the Drawings, the Contractor shall, as provided in sub-clause 4.2 of the conditions of contract, remain fully responsible for the details, discrepancies, omissions, errors, and consequences in respect of the said Drawings. The approval of a design by the Engineer shall not in any way relieve the Contractor of his responsibility to produce a design that complies with all the specified requirements.

## **PS 27.3 MEASUREMENT AND PAYMENT**

### **PS 27.3.1 Design, construction and remedy of defects**

(a) Amount

The Contractor shall be paid a fixed sum amount for the design, preparation of drawings, execution, remedy of defects in and completion of the Works or portions thereof which are the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer. The sum shall be the sum of the products of all the tendered rates and quantities listed by the Contractor in the Schedule of Quantities pertaining to the said Works or portions thereof, and which Schedule formed part of the Contractor's Alternative Tender, but shall exclude the amount of the Provisional Sum in respect of the Engineer's

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reviewing and checking the Contractor's designs, etc, included in the Alternative Tender Sum.

No other payments will be made to the Contractor in respect of his costs incurred in the design, preparation and submission of drawings and other documents pertaining to the accepted Alternative Tender, all such costs being deemed to be included in the said sum referred to above.

(b) Re-measurement

Notwithstanding anything to the contrary as may be contained in the Contract, the said Works or portions thereof (as applicable) which are the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works shall not be subject to re-measurement, and the quantities listed by the Contractor in the Schedule of Quantities forming part of his Alternative Tender shall be fixed and not subject to any variation whatsoever during the Contract.

(c) Contract Price Adjustment Factor

The tendered sum payable to the Contractor in terms of sub-clause PS 25.3.1: Design, construction and remedy of defects, paragraph (a) above shall not be subject to application of the Contract Price Adjustment Factor unless

- (i) the Works or portions thereof (as applicable) as originally specified in the Tender Documents and for which the Contractor's alternative technical proposals are substituted, were themselves subject to Contract Price Adjustment in terms of the Tender Documents, or
- (ii) the Alternative Tender was qualified by the Contractor to the effect that Contract Price Adjustment is to apply.

(d) Interim payments

The amounts which shall become due and payable to the Contractor in the monthly payment certificates in terms of clause 49 of the conditions of contract, in respect of the portions of the Works which are the subject of the Contractor's alternative technical proposals, shall be determined on the basis of

the quantities of work certified as having been completed in the period for which the payment applies, and

the rates listed by the Contractor in the said Schedule of Quantities pertaining to the alternative proposals;

provided always that no payment will be made in respect of quantities exceeding those listed by the Contractor in the said Schedule.

**PS 27.3.2 Engineer's costs in reviewing the Contractor's design**

The Engineer's costs incurred in reviewing, checking and approving the designs, drawings, calculations and other documents pertaining to the Contractor's accepted Alternative Tender (and which designs, drawings, calculations and other documents were submitted by the Contractor in accordance with the provisions of both the Tender Documents and the Contract) shall, on presentation of an account to the Contractor and certified in writing by the Employer, be paid by the Contractor to the Engineer.

The Contractor shall be reimbursed for the actual amounts of all such payments made in the subsequent payment certificate, in substitution of the Provisional Sum provided by the Contractor in the Schedule of Quantities forming part of his Alternative Tender in accordance with the requirements of the Tender Documents

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**PS 27.4 VARIATIONS TO THE ACCEPTED ALTERNATIVE PROPOSALS**

**PS 27.4.1 Variations by the Engineer**

- (a) When the Engineer requires design modifications for reasons other than
  - (i) the Contractor's failure to comply with the design requirements, or
  - (ii) errors in the Contractor's designs (e.g. foundation conditions that differ materially from those indicated by the test holes),
  - (iii) the Contractor shall make such modifications.
- (b) When such design modifications result in a variation in the quantities of work to be executed, such variations will be valued by the Engineer in accordance with the rates and prices in the Schedule of Quantities, and the tendered sum for the alternative will be adjusted up or down, depending on whether the modifications entail an increase or a decrease in the quantity of work.

**PS 27.4.2 Variations by the Contractor**

The Contractor shall not, subsequent to the approval of his alternative designs, specifications and drawings, deviate there from or make any alteration or variation thereto without the prior written permission of the Engineer. In such circumstances, the Engineer's approval shall be subject to the provisions of sub-clauses PS 25.1: Completion and submission of final designs and drawings, and 25.2: Status of accepted drawings.

**PS 27.5 DEFAULT OF THE CONTRACTOR**

Should it become apparent at any time during construction or during the Defects Liability Period that the Contractor's alternative design and/or specifications do not comply with the specified requirements, the Contractor shall be liable for all consequential damage and shall, at his own expense, do all the work required to ensure that the structure complies with the design requirements. In addition, the Contractor shall not be entitled to any additional payment in excess of the sum referred to in sub-clause PS 25.3.1: Design, construction and remedy of defects, paragraph (a) above.

When circumstances within the control of the Contractor arise after the acceptance of the Alternative Tender and when these circumstances, in the opinion of the Engineer, render construction of the alternative unacceptable, the Contractor shall construct the Works strictly in accordance with the original design as specified in the Tender Documents. In such circumstances, the Contractor shall not be entitled to any additional

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payment and the sum referred to in sub-clause 25.3.1 shall be in full and final settlement to the Contractor in respect of constructing the Works and remedying any defects in the Works as originally specified in the Tender Documents.

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**PS 28      APPLICABLE STANDARDIZED SPECIFICATIONS**

For the purposes of this contract, the following SABS 1200 Standardized Specifications shall apply:

SABS 1200 A	:	General (1986)
SABS 1200 AB	:	Engineers Office (1986)
SABS 1200 C	:	Site clearance (1980)
SABS 1200 D	:	Earthworks (1988)
SABS 1200 DB	:	Earthworks (pipe trenches) (1989)
SABS 1200 GA	:	Concrete (Small Works) (1982)
SABS 1200 DK	:	Gabions and pitching (1984)
SABS 1200 DM	:	Earthworks (roads, subgrade) (1981)
SABS 1200 L	:	Medium-pressure pipelines (1983)
SABS 1200 LB	:	Bedding (pipes) (1983)
SABS 1200 LC	:	Cable ducts (1981)

Variations and additions to the following SABS 1200 Standardized Specifications are given in portion 2 of the project specifications:

SABS 1200 A	:	General
SABA 1200 AB	:	Engineers Office
SABS 1200 C	:	Site clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 GA	:	Concrete (Small Works) (1982)
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 PA	:	Site Finishing
SABS 1200 PLIS	:	Labour Intensive Specifications

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**END OF SECTION**

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## PART C4: SITE INFORMATION

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#### **PART C4.1: SCOPE OF SITE INFORMATION**

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section

## **PART C4.2: SUBSOIL INVESTIGATION**

No detail geotechnical investigation was done on site and tenderers have to familiar themselves with the condition on site

## **PART C4.3: EXISTING SERVICES**

### **CONSTRUCTION RESTRAINTS**

It is to be noted that there are existing services such as water, sewer, electrical cables, data cables, optic fibre and ATNS data cables within the site boundaries and their positions and levels are to be confirmed on site. It remains the responsibility of the contractor to relocate the service if instructed to do so and to recommission the same.

The known services are indicated on the drawings, but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all service owners before any excavation begins. The contractor's attention is drawn to the fact that cables running down a pole into the ground, consumer distribution units, miniature substations, substations, pillar boxes, indentations in roads, are all indications of the presence of existing services.

It is hence deemed that the contractor will obtain the necessary authorisation to open up existing services so as to ascertain the proximity thereof in relation to where construction is to take place and in respect of cover to protect such works. It must be noted that the Employer's agent will use the factual circumstances as indicated above to adjudicate if the contractor has observed the necessary precaution when damage to or interruption of an existing service occurs.

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractors' Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. This will also apply to over-break during any excavation. Payment will always be based on specified cross sections and dimensions. No extra payment or any claim for payment due to these difficulties will be considered.

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#### **PART C4.4: EXISTING BUILDINGS & STRUCTURES**

No structures may be demolished prior to receiving instructions on site from the Employer's agent

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