CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	The Name of the Employer is **Thembisile Hani Local Municipality** The address of the Employer is: Stand no. 24 Corner Police Station Kwaggafontein C Empumalanga 0458 Private Bag X 4041 Empumalanga 0458 Telephone: 013 986 9100
2	The Project is for the appointment of a service provider for maintenance and updating of the grap compliant and mscoa aligned asset register for a period of 36 months
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
7	Copyright of document prepared for the project shall be vested with the Thembisile Hani Local Municipality
8	Settlement of dispute is to be in terms of Supply Chain Management Policy of the Thembisile Hani Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
9	Service Providers will be paid in accordance with the Thembisile Hani Local Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Thembisile Hani Local Municipality
11	The prices escalation/fluctuations of the goods to be supplied shall be covered in the Service Level Agreement to be entered into

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is . . . . Address: . . . . . . Telephone: . . . . . . Facsimile: . . . . . .
2	The authorised and designated representative of the Service Provider is: Name: . . . . . . The address for receipt of communications is: Telephone: . . . . . . Facsimile: . . . . . . Address: . . . .……..
3	The Key Persons and their jobs / functions in relation to the services are:

No	Name	Specific Duties

C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Thembisile Hani Local Municipality
Address of Engineer/Appointed Consultant	1.11.16	
Address of Contractor	1.1.19	* …… ……
Time within which Works to be Commenced	5.3	14 days after Commencement Date
Programme to be furnished within	5.6	At time of Site Handover
Special Risks Insurance& SASRIA	8.6.1.2	Required (Coupon Number to be provided)
Amount of Special Risks Insurance	8.6.1.2	R5 000 000-00
Minimum Amount of Liability Insurance	8.6.1.3	*per cent on the gross remuneration of the workmen and foreman actually engaged. *per cent on nett cost of materials actually used.
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	5.1	As per order For a maximum period of three (3) years
Amount of penalty	5.13	R 3 000-00 per calendar day to a max of 10%of the certified value of work.
Delivery of Contractor's final Statement	6.10.8	Within 14 days after certified date of completion of Works
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule	6.8.2	Contract Price Adjustment Schedule i Department of Energy

I/we declare that I/we completely waiver our right of Lien and that no property what so ever willbe taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such

site and materials

REFERENCE TO:	CLAUSE	DATA
Functions of the Engineer	3.1	If the Engineers is not the **Thembisile Hani Local Municipality**, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties: i. The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10 ii. The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4 iii. The approval of any claim by the Contractor.

REFERENCE TO:	CAUSE	DATA
Contractor's Employees	4.10	It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause. Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic worktechniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is

		employed for 4 months or more.Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate. All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manager.
Contractor's Superintendence	4.12	Add the following new clause: The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings. Add the following additional Clause 22.2 "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."
Commencement ofthe contract	5.2	"Commencement Date" means the date of receipt by the Contractorof the following: 1. Handover of Site
Commencement of Works	5.3	Within 14 days of Commencement Date On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract anddelivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him. Additional copies of Drawings and Contract document will be for the cost of the Contractor. The Contractor shall, in accordance with the Engineer'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. Add to the Clause Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: Letter of Acceptance Construction/Performance Guarantee Health & Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation Prove of submission of Registration of Project at Department ofLabour

		If active construction has not started within 14 days of site handover the Client, **Thembisile Hani** Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and THLM shall not be held liable for any loss or damages resulting from such a termination
Access to the Site	5.4	Site Handover Certificate to be given at Time of Site Handover. Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise. Add to the clause: The Engineer 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.
Programme	5.6	Within 7 days from date of Site Handover.
Extension of time for completion	5.7	In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor. No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula: $V = (Nw - Nn\} + (Rw \square Rn)/X$ The symbols shall have the following meanings: *V* = Extension of time in calendar days in respect of the calendar month under consideration *Nw* = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded. *Nn* = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month *Rn* = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.

		Rw = Actual rainfall in mm for the calendar month underconsideration. X = 10 Y = 10 If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. The factor *(Nw – Nn)* shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds *Ymm*. The factor *Rw – Rn/ x* shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension oftime is concerned. Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.
Completion	5.14	36 Months
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: "… and a land surveyor's certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable." Add the following: 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.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 "In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension."
Security	6.2	Within 14 days of Letter of Appointment Add the following to the Clause: "The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works

		and the fulfilment of the contract, should the Subsidiary Company be unable to do so."
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.
Amendments to Schedule of Quantities and Scope Reduction	6.3	The extent of the Works that will be included under this contract willbe determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affectedshould the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable. The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.
Value of Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Schedule of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site. Add to the clause: **"An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training."**
Special Materials	6.8.3	As per Schedule of Special Materials
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property."
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed I the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.

Retention Money	6.10.3	No interest will be paid on retention money
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandes be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. **No material shall be used until it has been approved by the Engineer.**"
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R5 000 000 per claim, claims unlimited
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms