

ALEXANDER BAY, VIOOLSDRIFT, ONSEEPKANS PORT OF ENTRY: APPOINTMENT OF SERVICE PROVIDER/S FOR THE MAINTENANCE AND REPAIRS OF BUILDING, CIVIL, MECHANICAL, ELECTRICAL INFRASTRUCTURE AND INSTALLATIONS FOR A PERIOD OF 36 MONTHS

PART C3.1:
SCOPE OF WORK

PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	Alexander Bay, Vioolsdrift, Onseepkans Port of Entry: Appointment of Service Provider/s for the Maintenance and Repairs of Building, Civil, Mechanical, Electrical Infrastructure and Installations for a Period of 36 Months		
Tender no:	H20/024 AI	Reference no:	N/A

C3. Scope of Works

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B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

Variations and additions to the following SANS 1200 Standardised Specifications:

- SANS 1200 A : General
- SANS 1200 AB : Engineer's office

C3.3 PARTICULAR (PROJECT) SPECIFICATIONS

a) Technical Specifications

- A : Plumbing and drainage installations
- B : Building Structural Elements
- CA : Roads
- CB : Stormwater Drainage
- CC : Fencing
- CE : Water Networks
- CF : Sewerage Networks
- CG : Refuse Removal and Pest Control
- CK : Supply of Potable Drinking Water
- EA : Borehole Pump Systems
- EG : Septic Tanks
- EH : Maturation Ponds
- EJ : Water quality measurement and testing
- EN : Licensing of Water use and Registration of Water Works
- FD : Heating, Ventilation and Air Conditioning Systems

FN	:	Water pump systems
HB	:	Standby Power Systems
PHB	:	Particular Specification: Standby Power Systems
HC	:	Low Voltage Reticulation
HE	:	External Lighting Systems
JC	:	Fire Fighting Equipment
K	:	Water Audit
L	:	Electrical installations
General	:	Manufacturer's Product Specific Specification

b) Additional Specifications

The following Additional Specifications for work not covered by the SANS 1200 Standardised Specifications or the Technical Specifications are bound in after the Technical Specifications:

SA	:	Maintenance and Servicing
SB	:	Operating and Maintenance Manuals
SD	:	General Training
SF	:	General Operations
SH	:	HIV / AIDS Requirements
SI	:	Occupational Health and Safety
SN	:	Expanded Public Works Programme (EPWP)
SS	:	Site Specific Inventory

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C3.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (*“SABS” has been changed to “SANS”; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100*).

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 and other departmental specifications shall form part of this Contract:

1. SANS 1200 - Standardised Specifications for Civil Engineering Construction *
2. SANS 1042 - Standard Specifications *
3. PW 371 - Specification of Materials and Methods to be used. Fourth revision, Oct 1993.**
4. Standard Electrical Specifications, January 1984, GPS 24-0367 **
5. Department of Public Works – Standard Electrical Specifications (April 1999) **
6. Department of Water Affairs – Green Drop & Blue Drop Requirements (Version 1.0 - 2010) ***
7. National Building Regulations*

* Not issued with this document, but available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

** Not issued with this document but available from the Director General, Department of Public Works, Private Bag X65, PRETORIA 0001, or any office of the Regional Representative of this Department.

*** Not issued with this document but available from the Department of Water Affairs website (www.dwaf.gov.za/bluedrop and www.dwaf.gov.za/greendrop)

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C3.2 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

A: GENERAL

PS 1 GENERAL DESCRIPTION

Each installation requires work that may include any one or more of the activities as set out in clause PS2 below: Repair, Maintenance and Servicing during the 36-month Contract.

NOTE: Repair, Maintenance and Servicing work will be carried out within facilities that are occupied by User Client's personnel or associates.

PS 2 DETAILS OF CONTRACT

The repair, maintenance and servicing work to be performed as part of an installation under this Contract mainly consists of the following:

2.1 General items for the contract include:

- Compliance with the Occupational Health and Safety Act and Construction Regulations of 20143 and monthly audits
- Updating of existing Ports of Entry Key Plans
- HIV / Aids Awareness campaigns and training including awareness workshops and awareness champions. Also included is training and the provision of condoms, posters, booklets, videos, etc. and monthly reporting.
- Site recordkeeping based on the maintenance control plan (MCP).
- Consumption monitoring (Electrical and Water)
- BMA Contingency infrastructure (provision of Easter- and Christmas season facilities) and any peak-season as identified by the client.
- Utilisation of National Call Centre enabling the user departments to report breakdowns.

2.2 ***Repair and Servicing*** items for the contract include:

- Building Structural Elements (Repair actions required to damages and deteriorated elements such as ceilings, roofs, doors, ironmongery, tiling, touch-up to corroded elements, paint exterior walls, internal walls, window frames, varnish doors, replace damaged barge boards, damage sections of window putty and paint, repair of locksets, doors, windows, gutters, roofs, etc. servicing of equipment, replace defective signage, install burglar proofing, replace vinyl and floor tiles, non-slip tiles, damaged roof sheeting, carports, joinery, bulk diesel tank, corner protectors, damaged blinds, etc.)
- Plumbing and Drainage (servicing of sanitary fittings, flush valves, geysers, energy saving solar geysers, valves and taps, replace damaged toilet seats and damaged copper pipes, etc)
- Electrical Installations (Servicing of Distribution Boards, electrical tests, Luminaires, Light switches, socket outlets, install electrical meters, replace defective stoves, stove plates, stove knobs, insect electrocutors and geyser components as well as bulk lamp replacement, service transformer and repair)
- Fencing (clearing of fence route, repairs to all type of fences, replace damaged sections of fence, retightening of existing fence elements and redressing)
- Refuse removal (removal of collected refuse from site to a registered dumping site)
- Pest Control (Internal and External Termite and Rodent control and preventative measures)
- Water Distribution Networks (clean and sterilise storage tanks, servicing and recalibration of water meters and valves, damaged manhole covers, scouring of water pipelines, cleaning of manholes, cleaning of chambers, reconditioning of pumping equipment and MCP's, water management plan, repair/replace pumps, mixers, valves, replace filter media according to manufacturer's specification)
- Conformation to water and wastewater standards (testing of water and wastewater effluent quality)
- Pumping equipment (servicing of water and wastewater pumps)
- Statutory Registration of Water and Sewer use
- Roads (replacement of washed-out jointing, repairs to road markings, road signs and chemical control of vegetation, install speed humps)
- Stormwater (cleaning of drainage channels, inlet- and outlet structures)
- External Electrical (servicing of external lighting luminaires, bulk lamp replacement, servicing of light poles, service distribution kiosks, replace posts, servicing of high mast lights, high bay control lights, led wall pack)
- Standby Power (supply of diesel for Generators and mandatory generator services as per the manufacturers specifications and battery replacement)
- Air-Conditioning Units (full servicing of units, water coolers, testing and cleaning of self-contained Air-Conditioning units, replacement of redundant/end-of-serviceable-lifetime units, replace water coolers, damaged air curtains)
- Fire fighting (mandatory fire equipment services as per the manufacturer's specifications and servicing of high-pressure fire engine and replacement of defective components).
- Water Treatment Works (servicing of pumps, supply of chemicals, filters and silica sand and ensure maintenance of all valves, filters, sand filters, electrical equipment, pumps and motors)
- Waste Water Treatment Works (service Huber inlet, service all valves and flow measuring devises, replace drying bed sand, cut reed beds, etc.).

2.3 Preventative Maintenance items for the contract include:

The maintenance actions (Additional Specification SA 07.01 – SA 07.18) of the following items as per specification SA: Maintenance and Servicing, to be measured monthly as per the performance indicators on the Maintenance Scorecards:

- Plumbing and Drainage (SA 07.01 – Plumbing and Drainage Installations)
- Electrical Installations (SA 07.02 – Electrical Installations)
- Fencing, Refuse Removal and Pest Control (SA 07.03 – Fencing, SA 07.04 – Refuse removal and Pest Control)
- Cleaning and Site Keeping (SA 07.05 – Cleaning and Site Keeping)
- External Water and Sewer Networks (SA 07.06 – Water Distribution Networks, SA 07.07 – Water Reservoirs, SA 07.08 – Pump Systems, SA 07.09 – Water Pump Systems, SA 07.10 – Sewerage Networks)
- Roads and Stormwater Drainage (SA 07.12 – Roads, SA 07.13 – Stormwater Drainage)
- External Lighting and Standby Power (SA 07.14 – External Lighting, SA 07.15 – Low Voltage Distribution Network, SA 07.16 – Standby Power Systems)
- Heating, Ventilation and Air-Conditioning Systems (SA 07.17 – Heating, Ventilation and Air-Conditioning Systems)
- Fire Fighting Equipment (SA 07.18 – Fire Fighting Equipment)
- Sewer and Water Treatment Plants (SA 07.10 – Waste water)

2.4 Periodical Maintenance tasks and **Servicing** shall also include:

- Log all water meter readings and calculate losses on a monthly basis and report in the prescribed format.
- Maintain and operate water purification plant to produce potable water in accordance with Blue Drop Specification (DWA)
- Sample potable water supply and chemical analyses to be provided by an accredited laboratory on a monthly basis.
- Log all electricity meter readings on a monthly basis and report in the prescribed format.
- Monitoring of essential services
- Remove and empty waste from skip to external waste disposal site on a regular basis.
- De-sludge and cleaning of septic tanks on a regular basis as required.
- Service submersible pumps annually.
- Sample wastewater effluent and chemical analyses to be provided by an accredited laboratory on a monthly basis – operate wastewater inlet works in accordance with Green Drop Specification (DWA)
- Statutory annual servicing of fire extinguishers
- Pest and vermin control (internal and external).
- Providing diesel for standby generators for the duration of the contract to ensure that standby power is available at all times and mandatory periodical servicing of Standby Generators.
- Site keeping and cleaning of the Ports of Entry.
- Supply of potable drinking water in case of water shortages
- Water and waste water quality tests
- Cleaning of Administration Buildings and Public Ablutions on a daily basis.
- Supply of consumables for ablutions

Maintenance of each of these installations will be the responsibility of the Contractor and will be evaluated on a monthly basis by the Engineer. The remuneration for maintenance work and responsibilities will be certified accordingly.

The description of the Works given above 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 Bill of Quantities.

The extent of the installations to which the abovementioned Maintenance and Servicing items will be applicable is clearly defined in Additional Specification SS: Site Specific Inventory.

PS 3 CONSTRUCTION PROGRAMME

The Contractor should indicate to the Engineer within 21 days after the site handover the days of the week that he/she would visit the site for his/her scheduled routine maintenance visits as specified in Additional Specification SA 02.01. These schedules and maintenance frequency visits shall form an integral part of the Maintenance Control Plan and programme to be submitted by the Contractor. In terms of the contract; the maintenance control plan is referred to as the “Construction Programme”. The contractor’s programme shall furthermore make provision for all corrective maintenance actions detailing timeframes and resources. The programme shall be linked to a realistic cashflow.

The approval by the Engineer of a programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The contractor’s progress shall be measured against the approved programme and cash-flow.

The Contractor’s HIV/Aids Implementation Plan (as specified in *Specification SH: HIV/Aids Requirements* of this document) shall be submitted with the construction programme within 21 days after site handover. The programme shall also make provision for all monthly HIV/Aids reporting as required in the specification in the format provided.

NOTE:

The buildings might be occupied during maintenance work, and it shall be the contractor’s responsibility to ensure that furniture and fittings are not damaged during maintenance and servicing work, and that necessary access arrangement should be made. The Contractor shall organise his work in such a manner as to cause the minimum inconvenience to the User Client’s personnel and operations.

PS 4 SITE FACILITIES AVAILABLE

PS 4.1 CAMPSITE AND STORE ROOM

(a) Maintenance and Servicing

An area for the campsite will be provided after consultation with the User Client area manager. Only one night watchman will be allowed in the campsite at night.

(b) Maintenance responsibilities

The Contractor must provide his own storeroom facilities for the duration of the contract.

PS 4.2 WATER, ELECTRICITY AND SEWERAGE

(a) Water supply

The Contractor must make his own arrangements for water supply. Water should be available at specific points not necessarily adjacent to working areas. Water will be available free of charge but wastage will not be tolerated. The Contractor must supply his own standard fittings to couple up at the points where water is available.

(b) Electrical power supply

Electrical power supply is not available at all the Sites. The Contractor must make his own arrangements for electrical power supply. The Contractor will be responsible, at his own cost, for the supply of electricity for maintenance purposes.

(c) Sewerage connection

Refer to Subclause PSA 4.2 in connection with toilet requirements. Chemical toilets shall be used.

Note: The Employer shall not be held responsible for any losses or inconvenience due to a disruption in the supply of water and/or electricity.

PS 4.3 PARKING FACILITIES

Parking facilities are available on the Site.

PS 5 SITE FACILITIES REQUIRED FOR THE ENGINEER

PS 5.1 GENERAL

The Contractor shall provide on the Site, for the duration of the contract and for the use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's Preliminary and General items until the facility has been provided or restored, as the case may be.

PS 5.2 OFFICE ACCOMMODATION

The Contractor shall provide on Site **one (1)** office for the *exclusive use* of the Engineer at the **Violsdrift Port of Entry**. Such office shall comply with and be furnished in accordance with the requirements of Subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of Subclause 5.2 of SANS 1200 AB.

Irrespective the type of material of which an office is constructed, the Contractor shall ensure that the temperature inside the office is always between 20°C and 24°C. Such office accommodation shall be provided within the Contractor's site establishment facilities.

PS 5.3 CARPORTS

The Contractor shall provide on Site **one (1)** carport for the exclusive use of the Engineer, in accordance with requirements of Subclause PSAB 3.3 of the Project Specifications.

PS 5.4 SITE MEETING VENUE

No site meeting venue is required for this contract. The Contractor shall however make the necessary arrangements with the User Client prior to a meeting in order to make use of the User Client's facilities on-site.

PS 5.5 CONTRACT NAMEBOARDS

No nameboards other than the OHS compliance notifications shall be erected on site. The Contractor shall **not be required** to erect a contract nameboard.

PS 5.6 TELEPHONE AND COMPUTER FACILITIES

The Contractor shall, in accordance with the requirements of Subclause PSAB 4 of the Project Specifications provide one (1) Cellular phone and one (1) 5GB/month (data-only) LTE/3G WiFi-Router and one (1) computer for the duration of the contract for the use of the Engineer or his representative. The *average call cost* at business rates (over the 36 month contract period) shall not exceed R 1,100-00 per month for the cellphone. *'Roaming' shall be activated on the cellular telephone as local cellular network reception is not available at all sites.*

PS 5.7 HOUSING FOR ENGINEER'S REPRESENTATIVE

The Engineer will provide housing for the Engineer's representative. The housing and the relevant services and local authority rates and charges shall be paid for by the Contractor on the written instruction of the Engineer (included in Preliminary and General Section).

PS 5.8 CALL CENTRE

The call centre is administered centrally and is responsible for the routing of breakdown calls on each contract at the installation. The call centre is operational 24 hours per day, 365 days per year. The Contractor shall be responsible for the fixed and variable call costs incurred by the call centre for a relevant contract. The Contractor shall be re-reimbursed from an amount included in the Bill of Quantities. Operating costs of the call centre will be calculated, based on the number of breakdowns logged per contract, and invoiced on a monthly basis.

The Contractor is entitled to a percentage of the value of each payment in relation to the call centre to cover his expenses in this regard (see payment item PSA 8.12).

PS 6 FEATURES REQUIRING SPECIAL ATTENTION

PS 6.1 INSTALLATIONS AT FACILITIES

The installations at all facilities shall be carefully checked for damage and all damages shall be listed and discussed with the Engineer before commencement of maintenance and servicing work. The Contractor shall present copies of all correspondence in this regard for discussion at the following site meeting.

PS 6.2 SECURITY

(a) Restrictions on movement and limited access

The Contractor shall comply with any requirements that the Engineer may have in this regard and shall take note that for security reasons the access to some areas, may be limited.

(b) Security check on personnel

The Employer may require the Contractor to have his personnel or some of them security-classified, if so required by any competent authority.

In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

(c) Access cards to security areas

Should the work fall within a security area (ie. Port of Entry), the Contractor must provide access cards for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the BMA or SAPS.

PS 6.3 SITE TO BE KEPT CLEAN

During progress of the maintenance and servicing work the Site shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

All redundant materials, rubbish, surplus excavation and waste arising from the maintenance work must be removed from the Site at the Contractor's cost and the site and buildings left clean and tidy.

PS 6.4 FACILITIES TO OTHER CONTRACTORS

In addition to the requirements of Clause 4.8 of the General Conditions of Contract the Contractor must make allowances for other Contractors on the Site.

PS 6.5 SUBCONTRACTORS

In addition to the requirements of Clause 4.4 of the General Conditions of Contract as amended in Part 1 of the Contract Data, the Contractor shall be responsible for work carried out by subcontractors on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc, shall be the responsibility of the Contractor and the subcontractor, and the Engineer shall not become involved.

PS 6.6 SANS SPECIFICATIONS AND CODES OF PRACTICE

All reference in this document to South African Bureau of Standards / South African National Standards specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations, shall be deemed to be references to the latest issues of such specifications and codes.

PS 6.7 MATERIALS

Unless otherwise instructed in writing by the Engineer, all proprietary materials are to be used, mixed, applied, fixed, etc, strictly in accordance with the manufacturer's recommendations.

PS 6.8 BORROW PITS

There will be no designated borrow pits. The Contractor shall utilise imported material from commercial sources.

PS 6.9 PROTECTION OF FURNITURE AND EQUIPMENT

Most of the work to be done inside buildings and occupied houses will be carried out in places where there is furniture and other equipment.

The Contractor shall be responsible for moving the furniture and equipment in order to provide working space for his personnel. The Contractor shall be solely responsible for any damage to furniture or equipment.

PS 6.10 TESTING AND QUALITY CONTROL

The Contractor shall engage the services of an approved independent laboratory or other institution as applicable for quality testing, to ensure that his work complies with the Specifications.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide all capability, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

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

PS 7 CERTIFICATES OF PAYMENT

The monthly statement to be submitted by the Contractor in terms of Clause 6 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate **prescribed by the Engineer** and shall comprise of one set of A4-size paper copies.

Payment items in the submitted statement for payment shall include:

- Tender: Quantity, rate and amount
- *This* certificate: Quantity and amount
- Total to date: Quantity and amount.

The statement shall include the monthly EPWP report for compliance to EPWP requirements. This report shall be submitted in the provided format and electronically (*Microsoft Excel*® format) stating at least the following details of the local labour utilised on the project for the current month:

- Worker's full name
- Worker's ID Number
- Work performed by the worker
- Rate per day
- Days worked
- Total paid for month

All costs for the preparation and submission of the statements and reports shall be borne by the Contractor.

PS 8 CONSTRUCTION IN RESTRICTED AREAS

Working space in certain areas may be restricted. The maintenance method used in these restricted areas largely depends on the Contractor's Plant. However, the Contractor must note that measurement and payment will be according to the specified services, and that the rates and prices submitted will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

PS 9 LEGISLATION

(a) Changes in legislation

Reference in the General Conditions of Contract and in any other standard document forming part of this Contract to legislation which has been amended or superseded by other legislation since the most recent publication of such standard document, shall be deemed to be a reference to the amended or replacement legislation.

Such amended or replaced legislation shall be applicable during the Contract Period provided the amendment or replacement occurred more than 28 days before the closing date for bids in terms of Clause 6.8.4 of the General Conditions of Contract as amended in Part 1 of the Contract Data.

(b) The Occupational Health and Safety Act

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 as promulgated in Government Gazette No 10113 and Regulation Gazette No 3730 of 7 February 2014. Non-compliance 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 hazards likely to be encountered on this Contract are detailed in the Scope of Work and Pricing Data. The Employers' health and safety specifications (subclause 4(1)) of the regulations will be issued separately.

The Contractor shall in terms of subclause 5(1) 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.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Construction Regulations 2014.

PS 10 INSURANCE AMOUNTS

The amounts for which the Contractor must insure the Works in terms of Clause 8.6 of Part 1 of the Contract Data are stated in the Agreement.

PS 11 TIMES FOR COMPLETION

Times for completion of maintenance and servicing work as well as the maintenance downtime for different types of breakdowns are given under Clause 5.12 of Part 1 of the Contract Data.

PS 12 PRACTICAL COMPLETION

- (a) The Contractor shall be entitled in terms of Clause 5.14 of the General Conditions of Contract to receive a Certificate of Practical Completion when the Works to be executed under the Contract have been completed to the stage where:
- (i) all materials which are required to be replaced have been replaced and installed to the satisfaction of the Engineer; and
 - (ii) all maintenance and servicing works have been completed
- (b) The Engineer shall issue to the Contractor and the Employer a Certificate of Completion in terms of Clause 5.14 of the General Conditions of Contract.

PS 13 PENALTIES

Penalties in terms of Clause 5.13 of the General Conditions of Contract for late completion of maintenance and servicing work are given under Clause 5.13 of Part 1 of the Contract Data.

Payment reductions for exceeding the maintenance down-time for different types of breakdowns are given under the applicable pay items in the Bill of Quantities for Additional specifications SA: Maintenance and Servicing. Penalties will run concurrently where applicable.

(a) **Penalty for failing to meet undertakings and/or conditions pertaining to Targeted Procurement for the award of points**

If the bid adjudication points awarded to the Contractor are found to be based on incorrect or false information or the conditions pertaining to the award of points are not met and the Contractor fails to substantiate that such failure is due to a reason acceptable to the Employer (as being) beyond the Contractor's control, the Contractor shall be liable for and pay to the Employer, an amount determined in accordance with clause 2 and subject to clause 1 both of the Works Information, Part 2 of the Conditions of Bid.

(b) **Payment reduction for non-performance**

If the Contractor shall fail to rectify an emergency maintenance breakdown, an ordinary maintenance breakdown and damage breakdown within the time as stipulated in Additional Specifications SA: Maintenance and Servicing, the Contractor shall be liable to the Employer for the sum/sums stated in the Bill of Quantities for Additional Specification SA as a payment reduction for every hour/day down-time counting from the hour/day the breakdown was reported to the Contractor until the day it was repaired. These payment reductions will be cumulative and will run concurrently.

Where indicated above that the money will be recovered from the Contractor by means of payment reductions, the fixed negative amounts in the rate column of the Bill of Quantities will be used to reduce payments due to the Contractor.

The imposition of such payment reductions shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract.

(c) **Application of penalties to be accumulative**

The imposition of all penalties in terms of this clause shall be accumulative and shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract.

PS 14 NON-WORKING DAYS AND HOURS

Working hours might be limited and the Contractor shall work in close cooperation with the User Client and Engineer in this regard. The contractor shall be required to work on statutory public holidays and public holidays declared by the Government to address maintenance, cleaning and servicing requirements as well as attendance to breakdowns. The extended working hours of the various Ports of Entry shall be incorporated for the festive seasons, and the contractor should note that no over-time shall be paid due to extended operating hours of the Ports of Entry during these periods.

The Engineer shall be entitled at any time during the Contract, to vary the normal working hours specified in the Bid documents, including increasing or decreasing the total number of hours per day during which the Contractor may execute the Works or specific portions thereof.



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B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:

The following variations and additions to the SABS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SABS 1200. ("SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100).

PSA GENERAL

PSA 1 SCOPE

REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all Civil Engineering Contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

(a) General

ADD THE FOLLOWING DEFINITIONS:

"General conditions: The General Conditions of Contract specified for use with this Contract, and the Contract Data.

Specified: As specified in the standardised and standard specifications, the Drawings or the Scope of Work.

Permanent Works: as defined in Clause 1.1.1.22 of the General Conditions of Contract shall for the purpose of this Contract, be regarded as the maintenance and servicing work as defined in Subclause SA 07 of Additional Specification SA: Maintenance and Servicing."

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "fixed charge" and "time-related charge" WITH THE FOLLOWING:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract price or the Contract Time of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the maintenance work, adjusted in accordance with the provisions of the Contract.

PSA 2.4 **ABBREVIATIONS**

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SANS Co-ordinating Specification."

PSA 3 **MATERIALS**

PSA 3.1 **QUALITY**

ADD THE FOLLOWING:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not."

ADD THE FOLLOWING SUBCLAUSE:

PSA 3.3 **ORDERING OF MATERIALS**

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer."

PSA 4 **PLANT**

PSA 4.2 **CONTRACTOR'S OFFICES, STORES AND SERVICES**

ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only one night-watchman may be on the Site after hours."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"One chemical toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. As services can often not be reliably located from key plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on the updated site key plans.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.4.2 Protection during maintenance and servicing work

The Contractor shall exercise all the necessary care to prevent damage to known services during maintenance and servicing work. Where applicable, major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage and in accordance with the Occupational Health and Safety regulations.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

ADD THE FOLLOWING SUBCLAUSE:

"PSA 5.9 SITE MEETINGS

The Contractor (*the responsible contract manager/director*) will be required to attend regular maintenance control meetings (normally held once every month for the first 12 months and then once every 3 months thereafter), to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract."

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE:

"PSA 6.4 GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and general items or section

PSA 8.1.2.2 Bid sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor's bid sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges during the contract for

- risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of this Standardised Specification, except where provision is made in these Project Specifications to cover compensation for any of these items;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of permanent or temporary work;
- providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works;
- providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications;
- implementation of and compliance to labour intensive practices under the Expanded Public Works Programme (EPWP) – this shall include monthly reporting in the prescribed format, monitoring of local labour and compliance with the minimum amount specified in this contract document for payment to local labour.

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum bid will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the contract has been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Item 8.3.2 is not applicable.

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Subject to the provisions of Subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts as per the rate tendered per month for the 36-month contract period."

PSA 8.3 BILLED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

"PSA 8.3.1 Fixed preliminary and general charges Unit : Sum

The sums bid shall include full compensation for all preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.1."

PSA 8.4 BILLED TIME-RELATED ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.4.1 Time-related preliminary and general chargesUnit: month

The amount bid shall include full compensation for all time-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.2."

PSA 8.8 TEMPORARY WORKS

ADD THE FOLLOWING ITEMS:

"PSA 8.8 ADDITIONAL TESTS:

(a) Additional tests required by the EngineerUnit: PC Sum

(b) Attendance and profit Unit: %

An amount has been allowed in the Bill of Quantities under subitem (a) to cover the cost of additional tests required by the Engineer. The Engineer will have the sole authority to spend the amount or part thereof.

The bid percentage under subitem (b) will be paid to the Contractor on the value of each payment made to the testing authority.

Note in connection with subitem (a):

The Contractor is responsible for both the cost of normal testing as described in Subclause PS 6.10 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the Specifications have not been complied with."

PSA 8.12 CALL CENTRE

- (a) Call centre operating costs for breakdown calls logged Unit: PC Sum
- (b) Charge required by contractor on subitem (a) above Unit: %

An amount has been allowed in the Bill of Quantities under subitem (a) to cover the cost of administrating breakdown calls logged through the call centre. The call centre will submit to the contractor a monthly invoice for breakdown calls logged and monthly subscription. The Contractor will be responsible for prompt payment of the invoice received from the call centre.

The bid percentage under subitem (b) will be paid to the Contractor on the value of each payment pertaining to the call centre to cover his expenses in this regard.

Payment to the Contractor will only become due upon submission of proof of payment to the call centre.

PSA 8.13 COMPLIANCE WITH OHS ACT AND CONSTRUCTION REGULATIONS 2014 Unit: month

The bid rate shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times during the contract, as described in PS 9 of Portion 1 of the Project Specifications.

This amount shall include the monthly required OHS audit report, and will be paid to the Contractor in equal monthly amounts as tendered for the entire duration of the contract period.

PSAB ENGINEER'S OFFICE

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 4.1 OF SANS 1200 AB:

"The Contractor shall provide the number of cellular telephones and associated service contracts from a reputable cellular service provider, as specified in the Project Specifications, for the exclusive use of the Engineer and his staff."

PSAB 4.2 COMPUTER

The contractor shall provide one notebook computer for the exclusive use of the Engineer or his representative for the duration of the contract (*to be included in P&G charges*). The notebook computer shall meet the *minimum* requirements of an Intel® Core i7 processor, 15.6" display, 4GB RAM, and 500GB Hard Drive with Windows® 10 or Mac OSX, Microsoft Office® (including *MS Outlook®*) 365 and virus protection pre-installed and licensed. Including carry-bag and mouse. A black-and-white laser copier/printer/scanner with an automatic document feeder of minimum 32 pages shall be installed in the site office with paper and cartridges provided by the contractor.

PSAB 4.3 TELEFAX FACILITIES

No Telefax facilities shall be required for the Engineer or his representative.

PSAB 4.4 SURVEY EQUIPMENT

No survey equipment shall be required for the Engineer or his representative.

PSAB 5 CONSTRUCTION

PSAB 5.4 TELEPHONE

REPLACE THE CONTENTS OF SUBCLAUSE 5.4 OF SANS 1200 AB WITH THE FOLLOWING:

"PSAB 5.4.2 Cellular telephone

The Contractor shall advise the cellular service provider of any faults which develop in the cellular telephone service and/or the cellular telephone handsets and shall, in such circumstances, arrange for the earliest possible restoration of the said service.

The costs of any necessary repairs and/or the replacement of components to the handsets of the cellular telephones shall be for the Contractor's account.

The Contractor shall ensure that all accounts for cellular phone calls and the respective service contracts are promptly paid."