APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE EXISTING STUDENT ABLUTION AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) – UMHLATHUZE LM UNDER KING CETSHWAYO DISTRICT

July 2026

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COMPLETENESS OF THE DOCUMENT

1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.

1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.

2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

2.4 As for the Design elements of the contract, SANS 10160-1:2019: *"Basis of structural design and actions for buildings and industrial structures." will apply.*

3 CONTRACT DOCUMENTS

3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendices 4 and 5A & B.

3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.

3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.

4.2 In instances were works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.

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B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)

This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

GENERAL CONDITIONS OF CONTRACT AS PER GCC 2015 (III) AMENDMENTS

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "*(be it electronic or otherwise))* between the parties […] etc
2	1.2.1	Add	1.2.1.3	Extra subclause: "*1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee.*"
3	2.2.4	Add	2.2.4.2	*"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."*
4	2.3	Add	2.3.2	*The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.*
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "*an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering*"
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "*but not without giving prior notice to the Contractor*", to appoint a person […]etc
7	3.3.3	Remove	3.3.3	*"Notwithstanding the aforesaid"* the powers and […] etc.
8	4.2.2	Add	4.2.2	[…] in terms of Clause 3.3.4. *"Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".*
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "*The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."*
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "*in accordance with clause 4.4.4"* shall not amount to, etc.
11	4.5.3	Insert	4.5.3	*"Unless specified otherwise in the procurement document"*, the Contractor shall be […] etc.
12	4.7.1	Insert (2x)	4.7.1	[…] instructions for dealing therewith. "*The notification duty equally applies to the discovery of graves with human remains."* If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by *"at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",*
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by: *"suspend the commencement of the work until such time that the documentation is in order".*

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: *"(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."*
16	5.10.1	Remove	5.10.1	*"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand."*. If the Contractor suffers[…] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "*can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request*" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[…] "the sum stated in the Contract Data" By: "*an amount of up to 0.05% of the contract sum minus the Contingencies*"
19	5.13.1	Remove	5.13.1	*"including special non-working days"*
20	5.13.1	Insert	5.13.1	[…] Practical Completion. "*This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments*". The imposition or […]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: *"to the extent that the works can be used for the purpose they were intended."*
22	5.14.3	Add	5.14.3.3	*"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."*
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "*(Snaglist")* issued in terms of […] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion *"of Works"*.
25	5.15.1	Add	5.15.1	*"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.*
26	5.14.5	Insert	5.15.5	Certificate of Completion *"of Works"*
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: *"beneficiary/ies"*
28	6.1.1	Add	6.1.2	Subclause: *This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.*
29	6.2.1	Insert	6.2.1	[…] Employer's Agent, "*if so requested in the Special Conditions of Contract for this Contract or the SLA*", as part of the […], etc.
30	6.4.1.4	Add	6.4.1.4	[…] of Clause 6.5, "*if the pricing schedule solicited rates for day work items*".

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	*"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."*
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, *"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."*
33	6.6.3	Add	6.6.3	[...] Contract price *"and will not be paid out to the Contractor"*
34	6.7.1	Add	6.7.1.1 6.7.1.2	*"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:* *6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;* *6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings."*
35	6.8.1	Add	6.8.1	*"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."*
36	6.8.2	Add	6.8.2	"set out in the Contract Price Adjustment Schedule" *"(Section 11.2)."*
37	6.8	Add	6.8.5	New section: *"6.8.5 Price adjustments through balancing of the pricing data* *"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."*
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: [...] incorporation in the Permanent Works. *"Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."*
39	6.10.1	Replace	6.10.1	"With regards to [...] as the Employer's Agent may require) and" [...] By: *"The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment.* The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify [...] etc.

#	SECTION	ACTION	CLAUSE	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause *before* present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): *"6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."*
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2 2*:* insert before start of sentence) *"6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation",* the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: *"50% of the total' of* the purchase price […] etc.
43	6.10.3	Add	6.10.3	[…] Contract data. *"Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies*
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[…] in writing (in which even the shall be deemed to" to be corrected to […] in writing, in which *event the Employer's Agent* shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZNDARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by: *11. CONTRACT PRICE ADJUSTMENT SCHEDULE* *11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type.* *11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used:* *11.2.1. Table 1 (CPAP Work Group Indices);* *11.2.2. Table 2 (Construction Input Price Index (CIPI) – Material Purchases By Type of Service.* *11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.*

B | SPECIAL CONDITIONS OF CONTRACT
Section 2: Additional Special Conditions

1. *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
2. *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

1.1. The total contract period will be **Five (5) months.**

1.2. The contract period will start at site handover and finish with the end/expiry of the liability period.

1.3. The completion period from the site handover up to practical completion of the project will be **two (02)** months. The commencement of work should be no later than 14 days after the handover.

1.4. Works Completion shall be **no later than 1 month** after practical completion, when all outstanding work from the snag list has been attended to.

1.5. The liability period will be **Two (2) calendar months**, calculated from the date of Completion of Works.

2. COMPETENCY OF THE SERVICE PROVIDER

2.1. It is estimated that tenderers should have a CIDB contractor grading designation of 1*GB* or higher. The contractor is to submit evidence of his/her OWN **Active** registration

3. WATER AND POWER

3.1. The Contractor shall make the necessary arrangements for the provision of any water and power and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.

3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

4.1. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.

4.2. The camp should be outside of the demarcated construction site. See also SCC 8.5.

4.3. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.

4.4. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the livestock association or beneficiaries.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

5.2. 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.

6. LABOUR SOURCE & CAPACITY

6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

6.3 If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

6.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the Farm Manager or his representative.

8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

9.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his/her expense.

9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.