ANNEXURE B1

VARIATIONS TO STANDARDIZED SPECIFICATIONS

VARIATIONS TO SANS 1200A: GENERAL

PSA: GENERAL

TABLE OF CONTENTS

PAGE NO.

PSA 1 SCOPE (CLAUSE 1) 2
PSA 2 APPLICATION (CLAUSE 2.1) 2
PSA 3 DEFINITIONS (CLAUSE 2.3) 2
PSA 4 CONTRACTOR'S OFFICES, STORES AND SERVICES (CLAUSE 4.2) 2
PSA 5 SURVEY (CLAUSE 5.1) 4
PSA 6 WATCHING, BARRICADING, LIGHTING & TRAFFIC CROSSINGS (CLAUSE 5.2) 4
PSA 7 PROTECTION OF STRUCTURES (CLAUSE 5.3) 5
PSA 8 DEALING WITH WATER ON THE WORKS (CLAUSE 5.5) 5
PSA 9 POLLUTION (CLAUSE 5.6) 5
PSA 10 SAFETY (CLAUSE 5.7) 5
PSA 11 TESTING (CLAUSE 7) 6
PSA 12 TEMPORARY WORKS 6
PSA 13 COMPLIANCE WITH PORT RESTRICTIONS AND OPERATIONS 6
PSA 14 PROGRESS PHOTOGRAPHS 7
PSA 15 AS-BUILT DRAWINGS 7

PSA GENERAL (SANS 1200A)

PSA 1 SCOPE (CLAUSE 1)

The standard SANS 1200A (General) shall apply except as modified herein.

PSA 2 APPLICATION (CLAUSE 2.1)

The interpretation of and variations to this specification are set out in Part C3.1: Employer's Works Information and herein below.

PSA 3 DEFINITIONS (CLAUSE 2.3)

The SANS 1200 Standardised Specifications contain terms such as "Contractor, Engineer, Specification, Material, Plant, Schedules of Quantities" which may appear to be in conflict with the NEC EEC3, Employer's Works Information and the Pricing Data. These terms should be interpreted in their original context. The terms "Schedules of Quantities", "Bill of Quantities" and "Bills of Quantities" shall have the same meaning. The title "Engineer" shall be interpreted as "Project Manager" or "Supervisor" as the case may be in terms of the ECC3.

PSA 4 CONTRACTOR'S OFFICES, STORES AND SERVICES (CLAUSE 4.2)

The Contractor is responsible to provide a suitable site for his camp, accommodation for his personnel and labour and to make his own arrangements in respect of the provision of water, electrical power and sewerage disposal facilities.

(a) Contractor's Camp Site / Store Yard

The recommended position of the camp site / store yard is indicated on the Contractor's laydown area drawing.

The Contractor shall, upon the issue of the final Completion Certificate, completely remove from that part of the Site and Works to which the certificate applies, all equipment, surplus material, temporary structures, stores and office accommodation or any other asset belonging to him, rubbish, debris and leave the site in a tidy condition to the satisfaction of the Project Manager.

It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former

condition when vacated. The standard of reinstatement shall be to the satisfaction of the Project Manager and the relevant Local or Port Authority as applicable. The Contractor shall continuously clear and dispose of waste and surplus materials to maintain the camp site / store yard in a tidy state unless otherwise agreed with the Supervisor.

(b) Water for Works

The Contractor shall make his own arrangements for the supply of water for its use on site and in the Works. All connection fees and water usage charges shall be for the Contractor's account for the full duration of the contract.

(c) Electrical Power Supply and Telecommunication for Works

The Contractor shall make his own arrangements for the supply of electricity and telecommunications for its use on site and in the Works. All connection fees and electricity consumption usage, call charges, etc shall be for the Contractor's account for the full duration of the contract.

(d) Accommodation of Employees

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to accommodate his employees and to transport them to and from Site.

In this regard no accommodation/housing of employees of the Contractor will be allowed on the property of the Employer.

No employees except for security guards will be allowed to sleep on the site or construction camp site.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the Works for the use of his employees. The Contractor shall provide, maintain, move to new positions as required, and finally remove, proper portable toilets of sufficient number at his cost. Toilets shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. Where no suitable connection to a sewerage system is feasible, conservancy tank or chemical type toilets may be used. The Contractor must make his own arrangements with the Local Authority for the disposal of night soil for his own account.

PSA 5 SURVEY (CLAUSE 5.1)

The Project Manager/Supervisor will not place any survey pegs and the Contractor shall be responsible for setting out the Works and shall agree the survey datum levels to be used with the Supervisor. The Contractor is referred to the Works Information for further details in this regard.

PSA 6 WATCHING, BARRICADING, LIGHTING & TRAFFIC CROSSINGS (CLAUSE 5.2)

The Contractor shall make provisions for temporary lighting, fencing and security around every area occupied by him until the issue of the final Taking-Over Certificate. Such fencing and lighting will demarcate and secure the Site and Contractor's camp area, and shall be erected before work starts on Site and shall be removed only upon completion of the Works. The Contractor shall include for all costs for such lighting and fencing, including Site security and access control into and out of these restricted areas.

The Contractor shall make all necessary arrangements and provision for accommodating the movement of pedestrian and vehicular traffic and shall ensure that access to existing facilities are maintained for the full duration of the Contract.

In this regard the Contractor shall organise the Site so as to cause the least possible inconvenience to the properties adjacent to or affected by the Works and shall provide and maintain all such signs, barricades, warning lights and personnel as are necessary to accommodate and ensure the safety of pedestrian and vehicular traffic affected by the Works to the satisfaction of the Supervisor and the Local or other Port Authorities.

In addition to the above the Contractor shall ensure that the surrounding water areas of the construction Site are well demarcated, in accordance with accepted safety regulations and to the acceptance of the Port Harbour Master. The Contractor shall ensure that all demarcation buoys do not conflict with operational aids to navigation.

PSA 7 PROTECTION OF STRUCTURES (CLAUSE 5.3)

The Contractor is advised that existing structures including berths, loading equipment and fuel pipelines are in close proximity to the Works and that he shall take all precautions necessary to protect the integrity of such structures in order to ensure the safety of all structures that are at risk. The Contractor is referred to the Works and Site Information for further details of the existing structures and the restrictions imposed in this regard.

PSA 8 DEALING WITH WATER ON THE WORKS (CLAUSE 5.5)

The term "water" in clause 5.5 (SANS 1200A) is deemed to include seawater.

The Contractor is advised of the high water table and that portions of the work will be undertaken below sea level and within the tidal range and shall take all precautions necessary for dealing with water and/or for working underwater where required.

PSA 9 POLLUTION (CLAUSE 5.6)

Notwithstanding the requirements of this clause the Contractor shall comply with the requirements of the Employer's Environmental Management Specification.

PSA 10 SAFETY (CLAUSE 5.7)

The Contractor shall comply with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), the Construction Regulations promulgated there under and the Employer's Health and Safety Specification. All work undertaken in terms of this contract shall be deemed to be "construction work" in terms of the above Act. The Contractor is referred to the Works Information and particularly the Employer's Health and Safety Specification in this regard. For the purpose of this contract the Contractor shall confirm his status as mandatary and employer in its own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in the contract documentation.

In the above regard the Contractor shall observe all vessel speed and navigational requirements and restrictions within the Port. All Port protocols shall be observed by the Contractor including the hiring of Harbour Pilots or the application for exemptions as

required. Where the use of divers is required the Contractor shall ensure that the latest requirements, restrictions and regulations in this regard are complied with.

The Contractor shall ensure that all temporary lighting structures are designed so as to not interfere with navigation within the Port. The Contractor's proposed working lights shall be submitted to the Project Manager/Supervisor for acceptance prior to installation.

The Contractor shall continuously clear and dispose of waste and surplus materials to maintain the Site in a tidy state at all times to the satisfaction of the Project Manager/Supervisor.

PSA 11 TESTING (CLAUSE 7)

The Contractor is responsible for preliminary and site control testing to confirm that all related site work is in accordance with the Works Information.

Acceptance testing shall be in accordance with the requirements of the appropriate SANS or Particular Specifications.

PSA 12 TEMPORARY WORKS

The Contractor shall carry out such temporary works as may be required to enable the permanent work to be constructed. No temporary works shall be allowed to remain left in position on completion of the Works.

All temporary works shall be designed by competent professionals and the Contractor shall provide a certificate from a Professional Engineer certifying that the temporary works are fit for their intended purpose and comply with all necessary legislation.

PSA 13 COMPLIANCE WITH PORT RESTRICTIONS AND OPERATIONS

The Contractor is advised that the Works will be undertaken within the jurisdiction of the Port Authority, in the vicinity of operational berths, in a National Key Point area and adjacent to strategic fuel and chemical pipelines. The Contactor shall take all precautions necessary to facilitate the existing Port and berth operations and shall allow for compliance with all restrictions, obligations and protocols required by the Port Authority and other authorities including obtaining all Permits, licenses, permissions and authorities required for operations.

The Contractor shall organise the Works so as to cause the least possible inconvenience to the port operations and shall provide and maintain all necessary navigational demarcations, warning lights and beacons as are necessary to ensure the safety of vessels affected by the Works in accordance with accepted safety regulations and to the acceptance of the Port Authority. The Contractor shall ensure that all demarcation buoys do not conflict with operational aids to navigation.

PSA 14 PROGRESS PHOTOGRAPHS

The Contractor shall include provision for the compilation of a photographic record of the Works as the works proceed in digital format and shall submit such record to the Project Manager/Supervisor at agreed intervals during the contract.

PSA 15 AS-BUILT DRAWINGS

The Contractor shall keep one complete set of drawings available on site for mark-up purposes. This set of drawings shall be regularly marked up in red ink by the Contractor to reflect the latest as-built status. Immediately after completion of the part of the works the completed marked-up drawing shall be handed over to the Project Manager who will acknowledge receipt and arrange with the Designer for the completion of the as-built drawing.