

Tender No: ROC 02 2021/22

**TENDER FOR THE REHABILITATION OF DAMAGED SURFACING, FOUNDATION
LAYERS, RESURFACING AND ROAD MARKINGS THEREOF ON VARIOUS AREAS
WITHIN THE CITY OF TSHWANE ON TENDERED RATES AND SUBJECT TO
AVAILABLE BUDGET: 3 YEAR TERM**

CITY OF TSHWANE: REGIONAL OPERATIONS COORDINATION

TENDER NO: ROC 02 2021/22

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ADDENDUM 1 TO TENDER

1. THIS ADDENDUM SHALL FORM PART OF THE CONTRACT

Tenderers are required to attach this addendum to the tender document when submitting their bid.

2. ALTERATIONS TO TENDER DOCUMENTS

2.1. PART T1: TENDER PROCEDURE

Contact details of technical enquiries Page 2 of 26:

TECHNICAL ENQUIRIES: Employers Agent: Dikeledi Mosito

Tel (Office): 012-358 4681

E-Mail: DikelediMosito@TSHWANE.GOV.ZA

The following changes, additions, amendments and/or omissions to the sections below must be incorporated:

2.2 TENDER DESCRIPTION:

Tender for the rehabilitation of damaged surfacing and foundation layers, and the resurfacing and road markings thereof in various areas within Tshwane: three-year period, as and when required

THE TENDER DESCRIPTION MUST BE REPLACED AS FOLLOWS:

Tender for the rehabilitation of damaged surfacing, foundation layers, resurfacing and road markings thereof on various areas within the city of Tshwane on tendered rates and subject to available budget: 3 year term

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2.3 PART C1: AGREEMENT AND CONTRACT DATA

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION A (Replacing of surfacing and foundation layers, Sealing
of Cracks and Resurfacing with bituminous Asphalt) – AREA 1: REG 1 & 5 IS
R.....(in

figures).....

.....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION A (Replacing of surfacing and foundation layers, Sealing
of Cracks and Resurfacing with bituminous Asphalt) – AREA 2: REG 2, 4 & 7
IS

R.....(in

figures).....

.....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION A (Replacing of surfacing and foundation layers, Sealing
of Cracks and Resurfacing with bituminous Asphalt) – AREA 3: REG 3 & 6 IS
R.....(in

figures).....

.....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION B (Resealing with bituminous Single Seals) – AREA 1:
REG 1 & 5 IS

R.....(in

figures).....

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.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION B (Resealing with bituminous Single Seals) – AREA 2:
REG 2, 4 & 7 IS

R.....(in

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.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION B (Resealing with bituminous Single Seals) – AREA 3:
REG 3 & 6 IS

R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 1:
REG 1 & 5 IS

R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 2:
REG 2, 4 & 7 IS

R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 3:
REG 3 & 6 IS

R.....(in
figures).....
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.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION D (Road Markings) – AREA 1: REG 1 & 5 IS

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.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION D (Road Markings) – AREA 2: REG 2, 4 & 7 IS
R.....(in
figures).....
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.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED
TAX FOR SECTION D (Road Markings) – AREA 3: REG 3 & 6 IS
R.....(in
figures).....
.....
.....(in words)

C1.2 CONTRACT DATA

The limit of retention money shall be.

Section A – AREA 1 (REG 1& 5) – R300 000.00 limit
Section A – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit
Section A – AREA 3 (REG 3 & 6) – R300 000.00 limit

Section B – AREA 1 (REG 1& 5) – R200 000.00 limit
Section B – AREA 2 (REG 2, 4 & 7) – R200 000.00 limit
Section B – AREA 3 (REG 3 & 6) – R200 000.00 limit

Section C – AREA 1 (REG 1& 5) – R200 000.00 limit
Section C – AREA 2 (REG 2, 4 & 7) – R200 000.00 limit
Section C – AREA 3 (REG 3 & 6) – R200 000.00 limit

Section D – AREA 1 (REG 1& 5) – R200 000.00 limit
Section D – AREA 2 (REG 2, 4 & 7) – R200 000.00 limit
Section D – AREA 3 (REG 3 & 6) – R200 000.00 limit

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THE PARAGRAPH MUST BE REPLACED WITH THE FOLLOWING:

PART C1: AGREEMENT AND CONTRACT DATA

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of
Cracks) – AREA 1: REG 1 & 5 IS

R.....(in
figures).....
.....
..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of
Cracks) – AREA 2: REG 2, 4 & 7 IS

R.....(in
figures).....
.....
..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of
Cracks) – AREA 3: REG 3 & 6 IS

R.....(in
figures).....
.....
..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 1: REG 1 & 5 IS

R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 2: REG 2, 4 & 7
IS

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THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 3: REG 3 & 6 IS
R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 1: REG 1 & 5
IS
R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 2: REG 2, 4 &
7 IS
R.....(in
figures).....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 3: REG 3 & 6
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THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION D (Road Markings) – AREA 1: REG 1 & 5 IS

R.....(in
figures).....
.....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION D (Road Markings) – AREA 2: REG 2, 4 & 7 IS

R.....(in
figures).....
.....
.....
.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
FOR SECTION D (Road Markings) – AREA 3: REG 3 & 6 IS

R.....(in
figures).....
.....
.....
.....(in words)

C1.2 CONTRACT DATA

The limit of retention money shall be.

Section A – AREA 1 (REG 1& 5) – R300 000.00 limit

Section A – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit

Section A – AREA 3 (REG 3 & 6) – R300 000.00 limit

Section B – AREA 1 (REG 1& 5) – R500 000.00 limit

Section B – AREA 2 (REG 2, 4 & 7) – R500 000.00 limit

Section B – AREA 3 (REG 3 & 6) – R500 000.00 limit

Section C – AREA 1 (REG 1& 5) – R300 000.00 limit

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Section C – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit

Section C – AREA 3 (REG 3 & 6) – R300 000.00 limit

Section D – AREA 1 (REG 1& 5) – R300 000.00 limit

Section D – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit

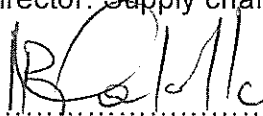
Section D – AREA 3 (REG 3 & 6) – R300 000.00 limit

The correct part C1 agreement and contract data will be uploaded on the City's website and National Treasury etenders website and distributed to the bidders during the compulsory briefing session.

For any further enquiries, please contact the following officials:

- Supply chain management: Relebogile Malatswane (012 358 6636 or RelebogileM@tshwane.gov.za)
- Technical enquiries: Dikeledi Mosito (012 358 4681 or dikeledimosito@tshwane.gov.za)

Pamela Nkgabutle- Rakolle
Deputy Director: Supply chain Management



Approved/ Not Approved

END OF ADDENDUM 1

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Tender for the rehabilitation of damaged surfacing and foundation layers, the resurfacing and road markings thereof in various areas within the City of Tshwane Metropolitan Municipality on tendered rates and subject to available budget: 3 years

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of Cracks) – AREA 1: REG 1 & 5 IS

R.....(in figures).....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of Cracks) – AREA 2: REG 2, 4 & 7 IS

R.....(in figures).....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION A (Replacing of surfacing, foundation layers and Sealing of Cracks) – AREA 3: REG 3 & 6 IS

R.....(in figures).....

.....

..... (in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 1: REG 1 & 5 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 2: REG 2, 4 & 7 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION B (Resurfacing with bituminous Asphalt) – AREA 3: REG 3 & 6 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 1: REG 1 & 5 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 2: REG 2, 4 & 7 IS

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.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION C (Resealing with bituminous Slurry Seal) – AREA 3: REG 3 & 6 IS

R.....(in figures).....

.....

.....(in words)

Part C1: Agreement and Contract Data

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION D (Road Markings) – AREA 1: REG 1 & 5 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION D (Road Markings) – AREA 2: REG 2, 4 & 7 IS

R.....(in figures).....

.....

.....(in words)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR SECTION D (Road Markings) – AREA 3: REG 3 & 6 IS

R.....(in figures).....

.....

.....(in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:.....

SIGNATURE(s) of authorized agents:.....

SIGNED at on this day of

WITNESSE(S): (Full name – BLOCK LETTERS – and signature)

1.

2.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer's agent (whose details are given in the contact data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties¹.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:.....

SIGNED at on this day of

WITNESSE(s): (Full name – BLOCK LETTERS – and signature)

1.

.....

2.

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject:

Details:

4.2 Subject:

Details:

4.3 Subject:

Details:

4.4 Subject:

Details:

4.5 Subject:

Part C1: Agreement and Contract Data

Details:

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF OF THE **TENDERER:**

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

WITNESSES: (Full name – in block letters – and signature)

1.

2.

C1.2 CONTRACT DATA

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C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the **General Conditions of Contract for Construction Works, Third Edition (2015)** of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p>Add the following definitions:</p> <p>1.1.1.35 <i>“Work Package” is work to be carried out under this contract.</i></p> <p>1.1.1.36 <i>“Package Order” is an instruction to carry out a Work Package.</i></p>
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Group Head: Regional Operation and Coordination, to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2 <i>for which the Group Head: Regional Operation and Coordination has no authority and the Employer’s approval is required before execution thereof.</i></p>
	<p><i>i.</i></p>
4.3	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p><i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p><i>ii. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations,</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p>
	<p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
	<p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
5.12	<p>Add the following new sub-clause</p> <p>5.12.5 <i>Critical path provision</i></p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p>
	<p>Add the following new sub-clause</p> <p>5.12.6 <i>Extension of time due to abnormal rainfall</i></p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><u>Method 1: Rainfall formula method</u></p> <p>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</p> <p>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</p> <p>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</p> <p>The symbols shall have the following meaning:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</p> <p>R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</p> <p>X = 20 unless otherwise provided in the Project Specifications</p> <p>Y = 10 unless otherwise provided in the Project Specifications</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</i></p> <p><i>The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.</i></p> <p><i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i></p> <p><i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p> <p><u>Method 2: Expected delay method</u></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p>
6.1	<p><u>Add</u> the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> <i>a. Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i> <i>b. From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> <i>c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> <i>d. Removal of debris;</i> <i>e. Surrounding property</i> <i>f. Work away;</i> <i>g. Off site storage</i> <i>h. Temporary repairs;</i> <i>i. Contribution clause – marine;</i> <i>j. Escalation during Contract Period;</i> <i>k. Post loss escalation;</i> <i>l. Automatic reinstatement;</i> <i>m. Principals maintenance;</i> <i>n. Property taken over;</i> <i>o. Beneficial occupation;</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>p. Escalation due to currency fluctuation;</p> <p>q. Manufacturers guarantees</p>
8.6.3	<p>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p> <p>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</p> <p>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</p>
8.7	<p>Insurance premium payable</p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</p>
8.8	<p>Additional insurance by the Employer</p> <p>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</p>
8.9	<p>Additional insurance by the Contractor / Subcontractor</p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</p>
8.10	<p>Contractor satisfied with insurance</p> <p>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</p>
8.11	<p>Contractor to observe conditions</p> <p>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.12 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i>
	<p>8.13 <i>The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p>
	<p>8.14 Reporting of incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.15 <i>Reporting of catastrophic incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p>
8.16	<p>Reporting of crime related incidents</p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p>
8.17	<p>Claim documentation</p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p>
8.18	<p>Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p>
8.19	<p><i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p>
8.20	<p><i>Settlement of claims</i></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA	
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.	
1.1.1.1 4	The time for achieving Practical Completion is:	The time allocated by the Employer's Agent	
1.1.1.1 5	The name of the Employer is:	City of Tshwane Metropolitan Municipality.	
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract	
1.2.1.2	The address of the Employer is:	Physical Address:	Isivuno House 143 Lilian Ngoyi Street, Pretoria
		Postal Address:	P.O. Box 440 PRETORIA 0001
		E-Mail Address:	calip@tshwane.gov.za
1.1.1.1 6	The name of the Employer's Agent is:	Mr Steven Macheve	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	Capitol Towers North Building, 225 Madiba Street, Pretoria
		Postal Address:	P.O. Box 1409 PRETORIA 0001
		E-Mail Address:	stevenma@tshwane.gov.za

3.1.3

- The Employer’s Agent is required to obtain approval of the Employer:
 - for expenditure on the Contract to exceed the Contract Price;
 - prior to the execution of any of the following duties of functions:

CLAUSE	DUTY/FUNCTION
3.2.1	Nomination of person as Employer’s Agent Representative
3.2.4	Authorization to Employer’s Agent Representative or any other person
4.10.1	Approval to use the Site for any other purpose such as housing
5.3.1	Delivery of the written notice to commence the execution of the works
5.6.3	Approval of programme of construction
5.7.2	Permission to carry out work by day and by night
5.8.1.1	Approval to work on special non-working days and between sunset and sunrise
5.9.7	Approval of Contractor’s designs
5.11	Suspension of progress of the Works
5.13.2	Reduction of penalty for delay
5.14.2	The issue of a Certificate of Practical Completion
5.14.4	The issue of a Certificate of Completion
5.16.1	The issue of a Final Approval Certificate
6.3.1	Variation Orders in respect of variations which are not small
6.6	Instruction to expend on Provisional and Prime Cost Sums
6.11	Adjustment of Preliminary and General allowances
7.8.1	Order to execute work of repair, etc, during the Defects Liability Period
7.8.2	Determination of value of repair work
8.2.2.2	Order to repair and make good damage arising from any excepted risk

Part C1: Agreement and Contract Data

5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)
5.3.2	The time to submit the documentation required from the Commencement Date is:	28 days
5.8.1	The non-working days are:	Sundays
	The special non-working days are:	<ul style="list-style-type: none"> Annual builders holiday Statutory public holidays
5.13.1	The penalty for failing to complete the works is:	0.05% of the contract amount with a minimum of R 2000 per calendar working day.
5.16.3	The latent defect period is:	1 (one) Year
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> Guarantee from approved financial institution. The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 contained herein.
	Liability of performance guarantee.	<p>The liability of the guarantee shall be.</p> <p>Section A – AREA 1 (REG 1& 5) – 5% of Contract Value Section A – AREA 2 (REG 2, 4 & 7) – 5% of Contract Value Section A – AREA 3 (REG 3 & 6) – 5% of Contract Value</p> <p>Section B – AREA 1 (REG 1& 5) – 5% of Contract Value Section B – AREA 2 (REG 2, 4 & 7) – 5% of Contract Value Section B – AREA 3 (REG 3 & 6) – 5% of Contract Value</p> <p>Section C – AREA 1 (REG 1& 5) – 5% of Contract Value Section C – AREA 2 (REG 2, 4 & 7) – 5% of Contract Value Section C – AREA 3 (REG 3 & 6) – 5% of Contract Value</p> <p>Section D – AREA 1 (REG 1& 5) – 5% of Contract Value Section D – AREA 2 (REG 2, 4 & 7) – 5% of Contract Value Section D – AREA 3 (REG 3 & 6) – 5% of Contract Value</p>
6.2.2	Retention money guarantee	Not permitted
6.8.2	Adjustment in rates and/or prices	<p><u>For Sections A, B, C and D</u></p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p>

	<p>“L” is the “Labour Index” and shall be Gauteng, under CPI as published by Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be Plant and equipment, under Mining and construction plant and equipment price index as published by Statistics South Africa.</p> <p>“M” is the “Material Index” and shall be Civil Engineering – total, under Civil engineering material price indices as published by Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be Diesel, under PPI as published by Statistics South Africa.</p> <table><tr><th>Coefficient</th><th>Description</th><th>Value</th></tr><tr><td>X</td><td>Portion not subject to adjustment</td><td>0.10</td></tr><tr><td>A</td><td>Labour</td><td>0.20</td></tr><tr><td>B</td><td>Civil Engineering Plant</td><td>0.25</td></tr><tr><td>C</td><td>Materials</td><td>0.40</td></tr><tr><td>D</td><td>Fuel</td><td>0.15</td></tr></table> <p>(Coefficients a, b, c and d must sum to one)</p> <p>Clause 46.2 $X(aL_t/L_o + bP_t/P_o + cM_t/M_o = dF_t/F_o - 1)$</p> <p>X=0.10 : a = 0.20: b = 0.25: c = 0.40: d = 0.15</p> <p><u>For Section D</u></p> <p>“L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa.</p> <p>“M” is the “Material Index” and shall be Paints under PPI as published by Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be Diesel under PPI as published by Statistics South Africa.</p> <table><tr><th>Coefficient</th><th>Description</th><th>Value</th></tr></table>	Coefficient	Description	Value	X	Portion not subject to adjustment	0.10	A	Labour	0.20	B	Civil Engineering Plant	0.25	C	Materials	0.40	D	Fuel	0.15	Coefficient	Description	Value
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Part C1: Agreement and Contract Data

		<table border="1"> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.20</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.25</td></tr> <tr> <td><i>c</i></td><td>Paints</td><td>0.40</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.15</td></tr> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is <u>Tshwane</u>. The base month is <u>the month prior to the closing of the procurement process required for a financial offer.</u> 	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.20	<i>b</i>	Civil Engineering Plant	0.25	<i>c</i>	Paints	0.40	<i>d</i>	Fuel	0.15
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<i>b</i>	Civil Engineering Plant	0.25															
<i>c</i>	Paints	0.40															
<i>d</i>	Fuel	0.15															
6.8.3	Price adjustment for variations in the cost of special materials	Yes (the bitumen price will be subject to the rise & fall of the petroleum price as determined by Government)															
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	0% (Zero percent)															
6.10.3	Percentage retention is:	10% (ten percent) exclusive of VAT															
	The limit of retention money is:	<p>The limit of retention money shall be.</p> <p>Section A – AREA 1 (REG 1& 5) – R300 000.00 limit Section A – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit Section A – AREA 3 (REG 3 & 6) – R300 000.00 limit</p> <p>Section B – AREA 1 (REG 1& 5) – R500 000.00 limit Section B – AREA 2 (REG 2, 4 & 7) – R500 000.00 limit Section B – AREA 3 (REG 3 & 6) – R500 000.00 limit</p> <p>Section C – AREA 1 (REG 1& 5) – R300 000.00 limit Section C – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit Section C – AREA 3 (REG 3 & 6) – R300 000.00 limit</p> <p>Section D – AREA 1 (REG 1& 5) – R300 000.00 limit Section D – AREA 2 (REG 2, 4 & 7) – R300 000.00 limit Section D – AREA 3 (REG 3 & 6) – R300 000.00 limit</p>															
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance</p> <p>Ms. Morongwa Mokoena (Tel: 012 358 1126) morongwam@tshwane.gov.za)</p> <p>Mrs Ronett Marlow-Reid (Tel: 012 358 1131) ronettm@tshwane.gov.za)</p> <p>Mr Lawrence Matjila (Tel: 012 358 1374) lawrencem@tshwane.gov.za)</p>															

Part C1: Agreement and Contract Data

	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Facsimile:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be	Performance guarantee		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 FORM OF GUARANTEE

WHEREAS

The City of Tshwane Metropolitan Municipality
(hereinafter referred to as the "Council"),

enters into a Contract (No _____) with

(hereinafter referred to as the "Contractor")

for _____

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

NOW THEREFORE we the undersigned _____
_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

and as such duly authorized thereto, do hereby bind the said _____

(hereinafter referred to as the "Guarantor") as surety and co-principal Debtor *in solidum* for the sum of

R _____ (_____)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. The guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract, or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council the said sum of

R _____ (_____)

or such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at (*domicilium* address)

The Guarantor further hereby renounces the benefits of the legal exceptions:

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis deu excussionis

Beneficium divisionis

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the Contractor.

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

C1.4 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by virtue of a resolution dated _____, attached hereto Annexure A, of the said _____ (herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

TENDER FOR THE REHABILITATION OF DAMAGED SURFACING, FOUNDATION LAYERS, THE RESURFACING AND ROAD MARKINGS THEREOF ON VARIOUS AREAS WITHIN THE CITY OF TSHWANE (ON TENDERED RATES AND SUBJECT TO AVAILABLE BUDGET) 3 YEAR TERM

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

Part C1: Agreement and Contract Data

- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

Part C1: Agreement and Contract Data

(Full name in BLOCK letters and signature)

1. _____
2. _____

C1.5 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the

¹ Delete as necessary

² Delete as necessary

consent of the other Parties which consent shall not be unreasonably refused.

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

Witness

Name:

Address:

Date:

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

Witness:

Name

Address:

Date:

SIGNED by:

Name:

the Adjudicator in the presence of

Witness:

Name:

Address:

Date:

Contract Data

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

³ Delete as necessary

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

DRAFT