

<b>C1      AGREEMENT AND CONTRACT DATA</b>
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<b>C1.1 AGREEMENT (FORM OF OFFER AND ACCEPTANCE)</b>
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**IMPORTANT NOTE:**

**ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).**

***Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.***

***Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.***

***A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified at the discretion of the Employer.***

**BIG 5 HLABISA LM – REFURBISHMENT AND AUGMENTATION OF WATER SUPPLY SCHEME IN WARD 1, 2, 3 & 4**

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**FORM A OFFER**

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

**CONTRACT NO. BIG 5 HLABISA LM – REFURBISHMENT AND AUGMENTATION OF WATER SUPPLY SCHEME IN WARD 1, 2, 3 & 4**

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 Tender 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 Section 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 TAXES**

.....

.....

.....Rand (in words); R ..... (in figures),

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 a Party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** *(of person authorized to sign the tender)* .....

**Name:** *(of signatory in capitals):* .....

**Capacity:** *(of Signatory):* .....

**Name of Tenderer:** *(organisation):* .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**CIDB Registration Number of Tenderer:** .....

**Witness 1:**

**Signature:** .....

**Name:** *(in capitals):*..... ..

**Date:** .....

**Witness 2:**

**Signature:** .....

**Name:** *(in capitals):*..... ..

**Date:** .....

***[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]***

## ***FORM B ACCEPTANCE***

By signing this part of the 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 The Contract which contains:

- |        |                             |
|--------|-----------------------------|
| Part 1 | Agreement and Contract Data |
| Part 2 | Pricing Data                |
| Part 3 | Scope of Work               |
| Part 4 | Site Information            |

The schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the period stated in the Contract Data after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. 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 parties.

**MHLATHUZE WATER  
CONTRACT NO MW/70/3/2022/2023/01**

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**FOR THE EMPLOYER**

**Signature:** .....

**Name:** *(of signatory in capitals)*: .....

**Capacity:** *(of Signatory)*: .....

**Name of Employer:** *(organisation)*: .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**Witness 1:**

**Signature:** .....

**Name:** *(in capitals)*:..... ..

**Date:** .....

**Witness 2:**

**Signature:** .....

**Name:** *(in capitals)*:..... ..

**Date:** .....

**FORM C SCHEDULE OF DEVIATIONS**

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 Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily 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.

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.

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.

1.   **Subject:** .....  
      **Details:** .....  
                  .....
2.   **Subject:** .....  
      **Details:** .....  
                  .....
3.   **Subject:** .....  
      **Details:** .....  
                  .....
4.   **Subject:** .....  
      **Details:** .....  
                  .....
5.   **Subject:** .....  
      **Details:** .....  
                  .....
6.   **Subject:** .....  
      **Details:** .....  
                  .....
7.   **Subject:** .....  
      **Details:** .....  
                  .....

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By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and 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 in writing, 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 THE CONTRACTOR:**

**Signature:** .....

**Name:** *(of signatory in capitals)*: .....

**Capacity:** *(of Signatory)*: .....

**Name of Contractor:** *(organisation)*: .....

Address: .....

.....

**Witness 1:**

**Signature:** .....

**Name:** *(in capitals)*:.....

**Date:** .....

**Witness 2:**

**Signature:** .....

**Name:** *(in capitals)*:.....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** (*of signatory in capitals*): .....

**Capacity:** (*of Signatory*): .....

**Name of Employer:** (*organisation*): .....

Address: .....

.....

**Witness 1:**

**Signature:** .....

**Name:** (*in capitals*):.....

**Date:** .....

**Witness 2:**

**Signature:** .....

**Name:** (*in capitals*):.....

**Date:** .....



<p><b>C1.2 PRO-FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER ONLY</b></p>
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**FORM A AGREEMENT WITH ADJUDICATOR**

This agreement is made on the.....day of ..... 20..... between the Employer

(name of company / organisation) .....

of (address) .....

..... and the Contractor

(name of company / organisation) .....

of (address) .....

.....  
(hereinafter called **the Parties**)

**and**

(name) .....

of (address) .....

.....(herein  
after called **the Adjudicator**

Disputes or differences may arise/have arisen\* between the Parties under

Contract No.....for (contract title).....

.....  
and these disputes or differences shall be/have been\* 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.

(\* Delete as necessary)

**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.

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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 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:**

(Signature): .....(Signature): .....(Signature): .....

**Name:**.....**Name:**.....**Name:** .....

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **First Party** in  
and on behalf of the presence  
of

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **Second Party**  
presence of

the **Adjudicator** in the  
presence of

**Witness:** .....**Witness:** .....**Witness:** .....  
(Signature): .....(Signature): .....(Signature): .....

**Name:**.....**Name:**.....**Name:** .....

Address: .....Address: .....Address: .....

.....

Date: .....Date: .....Date: .....

***FORM B PRO FORMA – FORM OF GUARANTEE***

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

Type of performance Guarantee: Fixed

“Expiry Date” means:..... or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer’s Agent issues: interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:  
R.....  
Amount in words: .....
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:  
R.....  
Amount in words: .....
- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability reoffered to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

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- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 1.2.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

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Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**FORM C AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between .....

(hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: .....;

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: ..... (*CONTRACT TITLE*) .....

.....

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. 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.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed 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.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized 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 his undertakings as more fully set out in paragraphs 1 and 2 above, which steps



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may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied 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.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, 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 investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES:.. 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

**FORM D CERTIFICATE OF AUTHORITY FOR SIGNATORY TO SIGN AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), AND CONSTRUCTION REGULATIONS (GOVERNMENT NOTICE R1010 18 JULY 2003) OR ANY AMENDMENT THERETO**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors. An example is given below:

“By resolution of the board of directors passed at a meeting held on.....20.....

Mr/Mrs.....whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993), AND CONSTRUCTION REGULATION (GOVERNMENT NOTICE R1010 18 JULY 2003) OR ANY AMENDMENT THERETO on behalf of

(Name of Company).....

SIGNED ON BEHALF OF THE COMPANY:

**Signature:** .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Witness 1:**

**Signature:** .....

**Name:** (in capitals):..... ..

**Date:** .....

**Witness 2:**

**Signature:** .....

**Name:** (in capitals):..... ..

**Date:** .....

## ***FORM E MONTHLY DATA SHEETS***

To be completed by the Contractor and submitted to the Engineer monthly. Note that the Contractor's invoices shall not be paid until all pending labour information has been submitted.

A template for the recording of monthly labour data will be provided to the successful Contractor. The information required on a monthly basis is listed below.

### Beneficiary (Local Labourer) Details:

First Name  
Initials  
Surname  
ID Number  
Date of Birth  
Gender  
Disability  
Education (level of)  
Start Date  
End Date  
Language  
Address  
Cell Number  
Government Grant

### Experience / Literacy

First Language  
Other Language 1  
Other Language 2  
Highest Level of Education

### Location Details

Province  
District  
Municipality / Village  
Ward No.  
Address  
Cell Number  
Nationality

### Household Details

Number of People in the Household  
Number of Dependents in the Household  
Number of Children attending School

### Training

ID  
Course Name  
Code  
Type  
Start Date  
End Date  
Number of Trainees

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Number of Days  
Cost  
Status  
Training Provider

NOTE: A certified copy of ID documents for all local labourers will be required to be submitted to the Engineer in the month that each local labourer starts work.

**CASH FLOW**

(To be revised by the Contractor each month to recognize actual and amended construction progress)

<b>Period</b>	<b><i>Projected Cashflow</i> (excluding VAT)</b>	<b><i>Actual Cashflow</i> (excluding VAT)</b>
Month 1		
Month 2		
Month 3		
Month 4		
Month 5		
Month 6		
Month 7		
Month 8		
Month 9		
Month 10		
Month 11		
Month 12		
<b>CUMULATIVE TOTALS</b>		

<b>C1.3 CONTRACT DATA (CONDITIONS OF CONTRACT)</b>
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## **SECTION A      CONTRACT DATA PROVIDED BY THE EMPLOYER**

### **CONDITIONS OF CONTRACT**

**The General Conditions of Contract for Construction Works (2015)**, published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011 – 805 5947).

#### **CLAUSE No**

- 1.1.1.13      The Defects Liability Period is 12 months.
- 1.1.1.14      The time for achieving Practical Completion is 15 months.
- 1.1.1.15      **Name of Employer:**      Mhlathuze Water
- 1.1.1.16      **Name of Employer's Agent:** Mvulo Consulting Engineers (Pty) Ltd
- 1.1.1.16      Where any other documents forming part of this Contract refer to the "Engineer", it shall also mean the Employer's Agent. Any other documents shall include, but is not limited to, all documents as listed in "Part 1. APPLICABLE DATA"
- 1.1.1.17      Where the any other documents forming part of this Contract refer to the "Engineer's Representative", it shall also mean the Employer's Agent's Representative. Any other documents shall include, but is not limited to, all documents as listed in "Part 1. APPLICABLE DATA"
- 1.1.1.26      The Pricing Strategy is Re-measurement Contract.
- 1.2.1      **Delivery of Notices**
- 1.2.1.2      **Address of Employer:**
- |  |   |
|--|---|
| <u>Physical:</u><br><br>Cnr Battery Bank and South Central Arterial<br>Alton<br>Richards Bay<br>Telephone No: (035) 902 1037 | <u>Postal:</u><br><br>P.O. Box 1264<br>Richards Bay<br><br>Fax No: (035) 902 1111 |
|--|---|
- 1.2.1.2      **Address of Employer's Agent:**
- |  |  |
|--|--|
| <u>Physical:</u><br><br>75 Impala Drive<br>Hutten Heights<br>Newcastle<br>2940<br><br>e-mail: themba@mvulo.co.za<br>Telephone No: (087) 285 1181 | <u>Postal:</u><br><br>P O Box 777<br>Newcastle<br>2940<br><br>Fax No: (086) 665 5803 |
|--|--|

Add the following Sub-Clause:

- 1.2.1.3      e-mailed to the e-mail address of the addressee as stated in the Contract Data.

**CLAUSE No**

- 4.4.1 Replace clause with the following:
- The Contractor is mandated to subcontract a minimum of 30% of the work to Emerging Micro-enterprises or small business enterprises that are 51% owned by either black people, black youth, black women, black people with disabilities, black persons living in rural or underdeveloped areas and black military veterans, but shall not subcontract the contract as a whole.
- 5.1.1 & 5.8.1 The non-working days are Sundays.
- 5.1.1.1 The special non-working days are:
1. All statutory holidays as declared by National or Regional Government.
  2. The year-end break commencing on the first working day after 15 December and ending on the first Monday day after 01 January of the next year.
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
  - Initial Programme (Refer to Clause 5.6)
  - Security (Refer to Clause 6.2)
  - Insurance (Refer to Clause 8.6)
  - Construction Work Permit (Regulation 3(1) of the latest version of the Construction Regulations)
- 5.3.2 The time to submit the documentation required before commencement with Works execution is 21 days.
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.13.1 The penalty for failing to complete the Works is R 5 000.00 per day.
- 5.14.1 The requirements for achieving practical completion are:
- The works shall be in a state of readiness, fit for the intended use and safe occupation by the Employer.
  - The pipelines shall be tested, commissioned and backfilled in accordance with the drawings and specifications.
  - The chambers and manholes shall be tested, backfilled and commissioned complete in every aspect.
  - All permanent connections to existing infrastructure shall be complete, tested, commissioned and backfilled.
  - The Elevated Tanks shall be complete, tested and in operation
  - The Whole of the Works shall meet all health and safety requirements for occupation and operation by the Employer.
- 5.16.3 The latent defect period is 10 years.

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- 6.5.1.2.3            The percentage allowances to cover overhead charges are:
- 40% of the gross remuneration of workmen and foremen actually engaged in the daywork;
  - 15% on the net cost of materials actually used.
- No allowance will be made for work done, or for materials and equipment, for which daywork rates have been quoted at tender stage.
- 6.7.2                Add the following to this clause:
- 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 from his obligations either in contract or in delict.
- 6.8.2                Contract Price Adjustment does not apply.
- 6.10.1.5            The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
- 6.10.3                The percentage retention on the amounts due to the Contractor is 10% (ten percent) of the value of the Works. The limit of retention money is 5 % of the Contract Sum.
- 6.10.4                Add the following to this clause:
- The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall be submitted as per frequency and timeframes stipulated by the Employer. The Contractor's invoices shall not be paid until all pending labour information has been submitted.
- 8.6.1.1.2           The value of equipment and materials supplied by the Employer to be included in the insurance sum is Nil
- 8.6.1.1.3           The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 2 000 000.00.
- 8.6.1.3               The limit of indemnity for liability insurance is R 5 000 000.00 for each and every claim.
- 10.5.2               Dispute resolution shall be by ad-hoc adjudication.
- 10.5.3               The number of Adjudication Board Members to be appointed is one.
- 10.7.1               The determination of disputes shall be by Arbitration.
- The rules of Arbitration shall be the Restricted Representation Rules of the Association of Arbitrators of South Africa current at the time of reference to Arbitration.
- The place of Arbitration shall be Pietermaritzburg.



## **SECTION B DATA TO BE PROVIDED BY CONTRACTOR**

### **CONDITIONS OF CONTRACT**

**The General Conditions of Contract for Construction Works (2015)**, published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011 – 805 5947).

#### **REF CLAUSE No**

1.1.1.9 **Name of Contractor:** .....

1.2.1.2 **Address of Contractor:**

Physical: ..... Postal: .....

.....

.....

e-mail: ..... Telephone No: ..... Fax No: .....

6.2.1 The security to be provided by the Contractor shall be one of the following:

<b>Type of security (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages)</b>	<b>Contractor's choice (Indicate "Yes" or "No")</b>
Cash deposit of 10 % of the Contract Sum.	
Retention of 10% of the value of the Works	
Cash deposit of 5 % of the Contract Sum plus retention of 5 % of the value of the Works.	
Fixed Performance Guarantee of 10 % of the Contract Sum plus retention of 5 % of the value of the Works.	