

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT)

C1.2

Contract Data

Section 1.01 The General Conditions of Contract for Construction Works (2nd edition 2010) 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).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

If for some reason that "The General Conditions of Contract for Construction Works (2010)" does not address, "The COLTO General Conditions of Contract 1998 for Road and Bridge Works" will be referred to.

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Ephraim Mogale Local Municipality

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. **GENERAL**
2. **AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
3. **TRANSFER OF RIGHTS**

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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (2nd edition 2010)", issued by the South African Institution of Civil Engineering (Short title: "**General Conditions of Contract 2010**") and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

2.1.1 Cession (CL 2.5.1)

Delete the words "without the written consent of the other".

2.1.2 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

"Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

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The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Engineer in writing shall not be replaced or removed from Site without the written approval of the Engineer."

2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

"Failure on the part of the Contractor to deliver to the Engineer, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".

2.1.4 Contractor's Designs and Drawings (CL 5.9.7)

"All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict"

2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.4 to Clause 5.11:

"If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.

The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."

2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2 :

"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

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$$V = \frac{Rw - Rn}{(Nw - Nn)} + \frac{(\text{-----})}{x}$$

V = Extension of time in calendar days for the calendar month under consideration
 Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded
 Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records
 Rw = Actual recorded rainfall for the calendar month
 Rn = Average rainfall for the calendar month, as derived from existing rainfall records
 x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

Years of record: 2020-2021

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	95.8	12.0
February	82.9	11.0
March	65.4	10
April	25.0	6.0
May	9.7	3.0
June	14.4	2.0
July	2.90	1.0
August	3.0	1.0
September	2.8	3.0
October	37.3	7.0
November	111.0	14
December	92.6	13

The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(Rw - Rn)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn ."

2.1.7 Guarantee (Security) (CL 6.1)

Delete the contents of the first paragraph of Clause 6.2 and insert:

"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

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Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract."

2.1.8 Variations (CL 6.3)

Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer".

Add to the end of Clause 6.10.1.5 the following paragraph:

"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words "15 per cent" and replace with "20 per cent".

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

"The Contractor shall before commencement of the Works produce to the Engineer:

8.6.6.1 The policies by which the insurances are effected,

8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

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The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.”

2.1.11.2 Remedy of Contractor's failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or

9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or

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9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or

9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

9.2.2.3 Has failed to proceed with the Works with due diligence, or

9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or

9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or

9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.

9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

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2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

"In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."

3. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

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4. TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Bidder only)

Claim for materials on site, Payment Certificate No. Date:

Tender Number: EPMLM/8/3/522 for (contract title) APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favor of (name of Employer) insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of **Clause 6.10.1.5 of the General Conditions of Contract 2010**.

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C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.15: **Name of Employer: Ephraim Mogale Local Municipality represented by Head of Department: Department of Infrastructure Services**

Clause 1.2.1: **Address of Employer:**

Physical:

Postal:

The Employer's address for receipt of communications is

13 Ficus street
Marble Hall
0450

P.O.Box 111
Marble Hall
0450

Telephone No: 013 261 8400

Fax No: 013 261 2985

Clause 1.1.16: **Name of Engineer**

'Engineer' means any Director, Associate or Professional Engineer appointed by a Director of Ephraim Mogale local Municipality to fulfil the functions of the Engineer in terms of the Contract Data.

Clause 1.2.1: **Address of Engineer:**

Physical:

Postal:

The Engineer's address for receipt of communications is:

13 Ficus Street
MARBLEHALL
0450

P.O.Box 111
MARBLEHALL
0450

Telephone No: 013 261 8400

Fax No: 013 261 2985

Clause 3.13: The Engineer is required to obtain the specific approval of the Employer for the following:

- a) Nominating the Engineer's Representative in terms of CI 3.2.1.
- b) Delegation of Engineer's authority in terms of CI 3.2.4.
- c) The issuing of instructions for dealing with fossils and the like in terms of CI 4.7.1
- d) The issuing of an instruction to accelerate progress in terms of CI 5.7.3.
- e) Granting permission to work during non-working times in terms of CI 5.8.1.
- f) The issuing of further drawings or instructions in terms of CI 5.9.1.
- g) Suspend the progress of the works in terms of CI 5.11.1.
- h) The reduction of a penalty for delay in terms of CI 5.13.2.
- i) The issuing of a variation order in terms of CI 6.3.2.
- j) Issuing of instructions to carry out work on a daywork basis in terms of CI 6.4.1.4.
- k) The determination of additional or reduced costs arising from changes in legislation in terms of CI 6.8.4.
- l) The agreeing of the adjustment of the sums for general items in terms of CI 6.11.

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- m) Authorizing the Contractor to repair and make good excepted risks in terms of CI 8.2.2.
- n) The giving of a ruling on a contractor's claim in terms of CI 10.1.5.
- o) The agreeing of an extension to the 28 period in terms of CI 10.1.5.1.
- p) The inclusion of credits in the next payment certificate in terms of CI 10.1.5.2.

Clause 6.2: The Guarantee shall be delivered within 14 days after receipt of the Acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 2.5% of the Accepted Bid Sum.

Clause 5.3: The contractor shall commence executing the work within 14 days of the Commencement date.

Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Engineer, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **NIL**

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.

Clause 5.13.1: The penalty for failing to complete the works is **R5 000.00** per Calendar Day

Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Contract Price Adjustment Factor = $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ rounded off to the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:
Value of x is 0.10

a = 0.15 b = 0.20 c = 0.55 d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Polokwane Area" In Release P 0141.1 Table 21

The base month is: "the month prior to the closing of the Bid"

No Contract price Adjustment will be done if contract period is less than 7 months.

Clause 6.83: Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 5 %, excluding contract price adjustment, contingencies and VAT, and limited to 10% of the contract amount, excluding contract price adjustment, contingencies and VAT.

Clause 6.10.5: A Retention money guarantee will be not permitted.

Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

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Clause 10.7.1	Dispute resolution shall be by Adjudication.
Clause 10.7.1:	Dispute Resolution shall be by Adjudication.

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C1.2.2: PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.9: **Name of Contractor:**

Clause 1.2.1: **Address of the Contractor:**

The Contractor's address for receipt of communication is:

Physical:

Postal:

.....

E-Mail:

Telephone No: Fax No:

Clause 5.5 The works shall be completed withinmonths (including special non-working days and the yearend break).

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.
 The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the Month prior to close of bid.

TABLE: SM1

Special Materials*	Unit	Rate or Price for the base month
Bitumen (specify type)		
.....		
.....		
.....		
.....		

*Contractor to indicate the type, unit and rate of special material to be listed. The Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary. Diesel, reinforcing steel, and cement will not be accepted as special material.

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C1.3 Form of Guarantee

Contract No

WHEREAS **The Ephraim Mogale Local Municipality** (hereinafter referred to as the Employer") entered into, a
Contract with:

.....
(Hereinafter called "the Contactor") on the day of 20.....

for

in the **Ephraim Mogale Local Municipality** of the Limpopo Province.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way
of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS has / have at the
request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby
guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under
renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the
terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner
authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications,
variations, alterations, directions or extensions of the completion date of the works under the said Contract, and
that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason
of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of
the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to
or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the
Contract, unless we are advised in writing by the Employer before the issue of the said Certificate 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.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of:
.....
.....Rand (in words);
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the
beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED
PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT)

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED
PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT)

C1.4: 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)
..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(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.
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.

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED
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SIGNED by:

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

Name: Name: Name:

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

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

the **Adjudicator** in the
presence of

Witness:

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

Name: Name: Name:

Address: Address: Address:

.....

.....

Date: Date: Date:

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT)

C1.5: Agreement In Terms Of Section 37(2) Of The Occupational Health And Safety Act No 85 Of 1993

THIS AGREEMENT is made between The EPHRAIM MOGALE Local Municipality represented by Head of Department: Technical Services.

(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 Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED PROJECTS FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (RE-ADVERT) in the Ephraim Mogale Local Municipality of the Limpopo Province

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 OHS Act 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 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

PROJECT NAME: APPOINTMENT OF A PANEL OF CONTRACTORS FOR WATER RELATED
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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.