

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM07/22/23**

**CONSTRUCTION OF SENWABARWANA SUB-STATION PHASE 2**

**C1 AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of the Occupational Health and Safety Act, 1993 (ACT NO 85 OF 1993)

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C1.1

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.1 FORM OF OFFER AND ACCEPTANCE

**OFFER**

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

.....

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 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 IS**

.....  
..... 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 the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_

Name

Date

C1.2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and 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 two weeks 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.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_

Name

Date

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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.

<b>1</b>	<b>Subject</b>	_____
	Details	_____
<b>2</b>	<b>Subject</b>	_____
	Details	_____
<b>3</b>	<b>Subject</b>	_____
	Details	_____
<b>4</b>	<b>Subject</b>	_____
	Details	_____
<b>5</b>	<b>Subject</b>	_____
	Details	_____
<b>6</b>	<b>Subject</b>	_____
	Details	_____

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

C1.4

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

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C1.5

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) 2ND Edition, published by the South African Institution of Electrical Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

The following contract specific data, referring to the General Condition of Contract for Construction Works, Second Edition, 2010, are applicable to this contract:.

#### **PART 1: Data provided by the Employer**

Clause	Data
1.1.14	The Name of the Employer is <b>BLOUBERG MUNICIPALITY</b>
1.2.2	The address of the Employer is: Private Bag 1593 Senwabarwana 0826 Telephone: 015 505 7100 Facsimile: 015 505 0296
1.1.15	The name of the Engineer is <b>Volt Consulting Engineers CC</b>
1.2.2	The address of the Engineer is: <b>P.O.Box 11365</b> <b>Bendor Park</b> <b>Polokwane</b> <b>0699</b>  Telephone : <b>015 296 0275/0245</b> Facsimile : <b>086 545 1820</b>
1.6	The special non-working days are the official builder's holiday plus all statutory public holidays.
38	The year end break commences on <b>16<sup>th</sup> December</b> and the first Monday of the subsequent year.
7	The time to deliver the Deed of Guarantee is <b>14</b> days.
7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
7	The liability of the guarantee shall be <b>10</b> %.
10	The Contractor shall commence executing the Works within <b>14</b> days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within <b>14</b> days.

C1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>35.1.1.2.2</b>	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>35.1.1.2.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
<b>35.1.3</b>	The limit of indemnity for liability insurance is <b>R 15,000,000.00</b>
<b>42.1</b>	The Works shall be completed within <b>32</b> weeks.
<b>43.1</b>	The penalty for failing to complete the works is <b>R 2000.00 per day.</b>
<b>49.1.5</b>	The percentage advance on materials not yet built into the Permanent Works is <b>80</b> %.
<b>49.3</b>	The percentage retention on the amounts due to the Contractor is <b>10</b> %.
<b>49.3</b>	The limit of retention money is <b>10</b> % of the contract value.
<b>53.1</b>	The Defects Liability Period is <b>12</b> months.
	<b>The variations to the General Conditions of Contract</b>
<b>4.5.2</b>	Replace the term "Safety" with "Occupational Health and Safety"
<b>49.6.1 to 4.9.6.3</b>	Replace the term "Bank" with " Bank of Insurance Company"
<b>55.1.8</b>	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
<b>42.3.2</b>	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p>

C1.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<p><b>42</b></p>	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>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 still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

C1.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART 1: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the (*General Conditions of Contract for Construction Works 2015*)<sup>3<sup>rd</sup> Edition</sup>, published by the South African Institution of Electrical Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.8	The Contractor is:
1.2.2	Name: .....
	The Address of the Contractor is:
	Address (physical): .....
	.....
	Address (postal): .....
	Telephone: ..... Facsimile: .....
	E-mail: .....
37.2.2.3	The percentage allowance to cover overhead charges is 14%.
42.1	The Works are to be completed within 20 weeks.

C1.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.3 FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**TENDER NO. BM07/22/23**

**CONSTRUCTION OF SENWBARWANA SUB-STATION PHASE 2**

WHEREAS .....

at.....

(Hereinafter referred to as "the Employer")

entered into, on the ..... Day of .....2022, at .....

a Contract with .....

at .....

(Hereinafter called "The Contractor")

for the construction of .....

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

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE.....

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion 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 authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due 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 Due Completion Date which the Employer may make, give, concede or

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. 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.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on  
this..... day of ..... 2022

As witnesses:

- |    |       |   |       |
|----|-------|---|-------|
| 1. | ..... | Signature.....                          | ..... |
| 2. | ..... | Duly authorised to<br>Sign on behalf of | ..... |
|    |       | Address                                 | ..... |
|    |       |   | ..... |
|    |       |   | ..... |

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C1.11

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Between **BLOUBERG MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in \_\_\_\_\_ his \_\_\_\_\_ capacity \_\_\_\_\_ as

and

\_\_\_\_\_  
(Hereinafter called "the Mandatory") of the other part, herein represented by

in \_\_\_\_\_ his \_\_\_\_\_ capacity \_\_\_\_\_ as

WHEREAS the Employer is desirous that certain works be constructed, viz CONTRACT: **TENDER NO. BM07/22/23: CONSTRUCTION OF SENWABARWANA SUB-STATION PHASE 2**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold well from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

C1.12

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

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C1.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

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C1.14

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory 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/Ms \_\_\_\_\_ 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) on behalf of  
\_\_\_\_\_

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SIGNED ON BEHALF OF THE COMPANY :  
\_\_\_\_\_

IN HIS/HER CAPACITY AS :  
\_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE OF SIGNATORY :  
\_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)

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C1.15

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>