



the dr&pw

Department:
Roads And Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

NORTHERN CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS

TENDER NO. DRPW 023/2023

CONTRACT NO. NC662

**UPGRADING OF A SECTION OF MAIN ROAD 974 BETWEEN LAXEY AND
PROVINCIAL BOARDER NEAR HEUNINGVLEI PHASE 1 (FROM KM 0.00 - KM
20.00)**

CIDB GRADING CLASS 9CE

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Name of Tenderer: CIDB Registration Number:	

**TENDER DOCUMENT
VOLUME 3
BOOK 2 OF 3 (AGREEMENT AND CONTRACT DATA)**

CLOSING DATE: 21 MAY 2024

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1:** The General Conditions of Contract for construction works – 3rd Edition (2015), issued by the South African Institution of Civil Engineering, which the tenderer shall purchase himself. (See note 1 below).
- Volume 2:** The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials which the tenderer shall obtain himself.
- Volume 3:** The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Project Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

The conditions of tender are the standard conditions of tender as contained in Annexure C of the STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS, AUGUST 2019: Standard conditions of tender, document, which the tenderer may download himself from the CIDB website

<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>

- Volume 4:** Books of construction drawings for tender purposes
- Volume 5:** The structural drawings
- Volume 6:** Materials Investigation and Utilisation Information
- Volume 7:** Environmental Management Plan report
- Volume 8:** Project Occupational Health and Safety Specification

Notes to tenderer:

1. Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.
2. Volume 2: The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) is obtainable from NCDRPW and can be downloaded free of charge from the NCDRPW's website www.nra.co.za.

Information provided by a tenderer over and above the above elements of volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form C: Schedule of Variations or deviations that the information has a bearing on the tender price.

**NORTHERN CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS
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C1. AGREEMENTS AND CONTRACT DATA

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C1.2. CONTRACT DATA

The General Conditions of Contract for Construction Works Third Edition (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).

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.

C1.2.1. CONDITIONS OF CONTRACT

General Conditions of Contract

This Contract will be based on the following;

The new Committee of Transport Officials **COTO** Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard (DS), COTO on October 2020 edition), (COTO 2020)

“General Conditions of Contract for Construction Works – 3rd Edition 2015”, published by the South African Institution of Civil Engineering. (Short title: “**General Conditions of Contract for Construction Works 2015 or GCC2015**”) and can be obtained from:

It is agreed that the only variations from the Committee of Transport Officials (COTO) and General Conditions of Contract 2015 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 2015 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 Contract 2015, 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. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The additional clauses to the General Conditions of Contract are:

SCC1.1 Definitions

SCC 1.1.1.14 delete “Commencement Date” in the definition and substitute “date of commencement of the Works”.

Add the following to the end of Clause 1.1

SCC 1.1.1.35 “Construction Manager” means the person approved of in writing by the Employer’s Agent, as the Contractor’s representative on Site.

SCC 1.1.1.36 “Targeted Enterprise” means an enterprise as defined in D1002.01 (u): Section D: Scope of Work.

SCC 1.1.1.37 “Targeted Labour” means labour as defined in D1002.01 (z): Section D: Scope of Work.”

SCC 4.1.1

Add the following new paragraphs to the end of Clause 4.1.1:

“If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for local labour content in terms of Section D: Stakeholder and Community Liason, and Targeted and Targeted Enterprises Utilisation and Development in Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Work as a penalty for such underachievement.

If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for contract participation by Targeted Enterprises in terms of Section D: Stakeholder and Community Liason, and Targeted and Targeted Enterprises Utilisation and Development Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Work as a penalty for such underachievement.”

SCC 4.4.2 *Add the following to Clause 4.4.2:*

“The Contractor shall comply with the subcontracting restrictions stated in the Contract Data.”

SCC 4.10.1 **Engagement of employees**

Add the following to Clause 4.10.1:

“The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data.”

SCC 5.3.1 **Commencement of the Works**

Delete the first sentence of Clause 5.3.1 and substitute the following:

“The Employer’s Agent shall give the Contractor not less than 7 days’ notice of the date of commencement of the Works on which date the Contractor is instructed to commence carrying out the Works, save as may be otherwise provided in the Contract, or be legally or physically impossible. The date of commencement of the Works shall be within the period after the Commencement Date stated in the Contract Data.”

SCC 5.3.3 **Time to instruct commencement of the Works**

Delete Clause 5.3.3.

SCC 5.12 **EXTENSION OF TIME FOR PRACTICAL COMPLETION**

Add the following to the sub-clause:

SCC 5.12.1 Approval for extension of time shall be done as defined above in this sub clause. Payment in respect of general obligations of the extended period shall only account for the period which actually extended the practical completion of the works beyond the due completion date in order to achieve practical completion.

This means that extension of time awarded in the course of carrying out the works, will only come into effect on the original due completion date, if practical completion is not yet achieved by that time. The employer will pay for the Contractors general obligations covering the period beyond the original completion date permitting the contractor to achieve practical completion.

SCC 5.14.4 **Certification of Completion**

Insert the following in the first sentence after the words “has been duly completed,”: “and the Contractor has submitted the information stated in the Contract Data,”.

SCC 5.14.6 **Occupation by the Employer**

Add the following to Clause 5.14.6:

“The use of any completed roadway or parts of the Works, whether for unhindered use by the public or for accommodation of traffic, while other parts are being constructed, shall not constitute occupation of the Works by the Employer.”

SCC 6.2.1 **Delivery of security**

In the last two lines of Clause 6.2.1, delete the words “the type of security for the due performance of the Contract, as selected in the Contract Data” and replace them with the words “a fixed performance guarantee as security for the due performance of the

Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

Delete the entirety of Clause 6.2.2 and replace it with the following:

SC6.2.2 **Contractor failing to provide security**

If the Contractor fails to provide the required fixed performance guarantee within the time period stated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2.”

SCC 6.2.3 **Validity of performance guarantee**

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued.”

SCC 6.10.4 **Delivery, dissatisfaction with and payment of payment certificate**

Delete “within 28 days” in the third sentence and substitute “within 30 days”.

SCC 10.1.5 **Employer’s Agent’s ruling on Contractor’s Claim**

Delete “within 28 days” in the first sentence and in Clause 10.1.5.1, and substitute “within 56 days”.

SCC 11. **CONTRACT PARTICIPATION GOAL**

SCC 11.1 **DEFINITIONS**

The following definitions shall apply to this schedule:

1. Contract Participation Goal (CPG) amount equal to the sum of: a) the wages and allowances for which the contractor contracts to engage targeted labour; and b) the value of supplies, services and works for which the contractor contracts targeted enterprises in the performance of the contract; exclusive of any value added tax or sales tax required by law, expressed as a percentage of the net amount of the contract.
2. Targeted Labour: Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract data and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.
3. Targeted Enterprises: Suppliers of goods, providers of services, providers of plant and transport, or manufacturers, and who are recognized by the Community Forum as being Local enterprises, or individuals permanently residing in the Local area that are potential emerging Local enterprises, and who are subcontracted by the Contractor for the contract as may be elected by the Contractor. The distinction of enterprises, suppliers and manufacturers is further made for weighting purposes. The standard definitions apply.

4. Local is defined as being within the Targeted Area as defined in the contract data.
5. Net Amount: is the Sum Tendered exclusive of any VAT, any provisional sums and Contingencies.
6. Priority should be given to the following specific categories (i) the youth (ii) women (iii) and people living with disabilities; unless or otherwise these specified categories cannot be appointed due to unavailability or inability of the specified categories to meet the contract specifications requirements.
7. FTE – Full-Time-Equivalent: One person-year of employment, which is equivalent to 230 effective person-days.
8. WO – Work Opportunity: Paid work created for an individual on a project for any period of time.

Applicable formulas:

$$FTE = \frac{Workerdays}{230} \qquad FTE = \frac{WO \times duration(days)}{230}$$

SCC 11.2 **SANCTIONS**

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,20 \times \frac{(D - Do)}{100} \times NA$$

SCC 11.3 Where D = tendered Contract Participation Goal percentage.

Do = the Contract Participation Goal which the Employer's representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

NA = Net Amount

P = Rand value of penalty payable

SCC 11.4 **PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS**

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.

Applicable labour laws

The labour rate will be as per the minimum wages set out for unskilled labour in the Civil Construction industry (**SAFCEC**).

i.Normal Hours of Work

- 1.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) More than forty hours in any week
 - (b) On more than five days in any week; and
 - (c) For more than eight hours on any day
- 1.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 1.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

ii.Meal Breaks

- 1.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 1.2. An employer and worker may agree on longer meal breaks
- 1.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 1.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

iii.Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

iv.Daily Rest Period

- 6.1. Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

v.Weekly Rest Period

- 7.1. Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

vi.Sick Leave

- 8.1. Only workers who work more than 24 hours per month have the right to claim sick pay in terms of this clause.

- 8.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4. Accumulated sick leave may not be transferred from one contract to another contract.
- 8.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7. An employer must pay a worker sick pay on the worker's usual payday.
- 8.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - 8.8.1. Absent from work for more than two consecutive days; or
 - 8.8.2. Absent from work on more than two occasions in any eight-week period.
- 8.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

vii. Maternity Leave

- 9.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5. A worker may begin maternity leave –
 - (a) Four weeks before the expected date of birth; or
 - (b) On an earlier date –
 - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) If agreed to between employer and worker; or
 - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

viii. Family responsibility leave

- 10.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- (a) When the employee's child is born;
 - (b) When the employee's child is sick;
 - (c) in the event of a death of –
 - (i) The employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

ix. Statement of Conditions

- 11.1. An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the project.
- 11.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 11.3. An employer must supply each worker with a copy of these conditions of employment.

x. Keeping Records

- 12.1. Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) copy of an acceptable worker identification
 - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (d) in the case of a time-rated worker, the time worked by the worker;
 - (e) payments made to each worker.
- 12.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

xi. Payment

- 13.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2. The labour rate will be as per the minimum wages set out for unskilled labour in the civil construction industry (SAFCEC).**
- 13.3. A task-rated worker will only be paid for tasks that have been completed.
- 13.4. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5. A time-rated worker will be paid at the end of each month.
- 13.6. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

- 13.7. Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 13.8. An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 13.9. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 13.10. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

xii. Deductions

- 14.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 14.4. An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

xiii. Health and Safety

- 15.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2. A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

xiv. Compensation for Injuries and Diseases

- 16.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3. The employer must report the accident or disease to the Compensation Commissioner.
- 16.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

xv. Termination

- 17.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2. A worker will not receive severance pay on termination.
- 17.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes.
- 17.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

xvi. Certificate of Service

- 18.1. On termination of employment, a worker is entitled to a certificate stating –
 - (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the work performed by the worker;
 - (d) any training received by the worker;
 - (e) the period for which the worker worked on the project;
 - (f) any other information agreed on by the employer and worker.

LINKAGE OF PAYMENT FOR LABOUR INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

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.*

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

The following contract specific data are applicable to this contract.

REFERENCE**CONTRACT SPECIFIC DATA BY THE EMPLOYER**

- Clause 1.1.1.13: The Defects Liability Period is 12 months.
- Clause 1.1.1.14: The time for achieving Practical Completion is 22 months.
- Clause 1.1.1.15: Name of Employer: Provincial Government of represented by Head of Department: Northern Cape Department of Roads and Public Works
- Clause 1.1.1.26: The Pricing Strategy is by Re-measurement Contract.
- Clause 1.2.1.2: Address of Employer:
- | | |
|---|------------------------------------|
| <u>Physical:</u> | <u>Postal:</u> |
| The Northern Cape Department of Roads and Public Works
9/11 Stokroos Street
Tebogo Leon Tume Complex,
Squarehill Park,
Kimberley
8301 | P.O. Box 3132
Kimberley
8300 |
| Contact Person: Mr. G. Thupe
Telephone: (053) 839 2100
Fax: (053) 839 2291
Email: Gabi.Thupe@vodamail.co.za | |
- Clause 1.1.1.16: The name of the Engineer: Baithusi Consulting cc
- Clause 1.2.1.2: The address of the Engineer:
- | | |
|---|--|
| <u>Physical:</u> | <u>Postal:</u> |
| 06 Oliewenpark, 1st Avenue
Bloemfontein
9301 | 06 Oliewenpark, 1st Avenue
Bloemfontein
9301 |
| Contact Person: Mr P Makwela
Telephone: (051) 430 1811
Cell: 076 076 3271
E-mail: peterm@baithusi.co.za | |

Clause 3.2.3

Specific approval of the Employer required.

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses:

- SCC 5.3.1: Give the Contractor notice of the commencement date of the Works
- 6.3.1: Order any work as a Variation Order
- 6.3.1: Order any work which requires the utilisation of the provision for contingencies in the Contract Sum.
- 6.3.1: Order any work which requires the Contract Price to exceed the Contract Sum.
- 10.1.5: Ruling on a Contractor's claim.

SCC 4.1.1

The contract participation goal for Targeted Local Labour content is 8.0%

The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Section D: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is outlined in section D1003.05 Contract Participation Performance

The contract participation goal for Targeted Enterprises is 30%

The successful tenderer must subcontract a minimum of 30% of the value of the Constructions Works to Targeted Enterprises through Contract Participation Goals (CPG) for a bidder that is BEE Level 1 EME or QSE that is more than 51% owned by black person(s) in terms of the requirements of the CIDB B.U.I.L.D Programme with respect to Indirect Targeting for Enterprise Development.

The implementation of the Indirect Targeting for Enterprise Development shall be as per Section D: Targeted Enterprise Development of section C3.3 Particular Specifications in Part C3: Scope of Work and the Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, Published in the Government Gazette No. 36190 of 25 February 2013, issued in terms of the Construction Industry Development Board Act, 2000(Act no. 38 of 2000).

The penalty for failing to achieve the monetary value of the above target set by the Employer for contract participation by Targeted Enterprises in terms of Section D: Targeted Enterprise Development of section C3.3 Particular Specifications in Part C3: Scope of Work, is outlined in section D1003.05 Contract Participation Performance

SCC 4.4.2

The Contractor shall be registered with the Bargaining Council for the Civil Engineering Industry, and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour

SCC 4.10.1

The successful tenderer must employ Learners from TVET colleges and universities by providing them with opportunities for workplace learning

through placements, thereby acquiring work experience and young professionals seeking candidacy and registration through work placements.

The wage rates and the implementation shall be as per the Standard for Developing Skills through Infrastructure Contracts, Published in the Government Gazette No. 48491 of 28 April 2023.

The penalty for failing to achieve the monetary value of the above target set by the Employer for Skills Development in terms of Section D: Contract Skills Development Goals of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value

Clause 5.3.1: The following documentation shall be submitted within 14 days of the Commencement Date by the Contractor before commencing to carry out the Works:

- Health and Safety Plan as per Clause 4.3
- Initial Programme as per Clause 5.6
- Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer as per Clause 4.3
- Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) as per Clause 4.3
- Security as per Clause 6.2
- Insurances as per Clause 8.6
- Quality Assurance Plan as per Clause B1205 (Standard Specifications)

and if the Employer is required to apply for a construction work permit to perform construction work in terms of regulation 3(1) of the Construction Regulations 2014, the following documentation shall also be submitted:

- Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];
- Evidence that the Principal contractor has made adequate provision for the cost of Health and Safety, i.e., bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; and
- Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, namely, schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)].

Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is 14 days at time of Site Handover.

Clause 5.8.1: Non-working days are Sundays.

Special Non-working days are the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Election Day, Workers day, Youth Day, National Women's Day,

Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break.

The year-end break commences on the first working day after 15 December and ends on the first working day after 4 January of the next year.

Clause 5.13.1: The penalty for failing to complete the Works is 0,02% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25 000,00 per day).

Clause 5.14.1: The requirements for achieving Practical Completion are as stated in General Conditions of Contract 2015.

The Contractor shall submit the following:

- (i) evidence that the local labour has been paid, and that the Targeted Enterprise subcontractors have received all amounts due in terms of their respective subcontract agreements; and
- (ii) the survey and materials information which the Employer's Agent requires to complete the as-built drawings and records.

Clause 5.16.3: The latent defect period is 10 years.

Clause 6.5.1.2.3: The percentage allowance to cover overhead charges is max. 15%

Clause 6.8.2: **Contract Price Adjustment (CPA)**

The value of the payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Condition of Contract.

New Roadworks Construction

The value of "X" is 0.15

The value of the coefficients are: (project specific)

a = 0.20 b = 0.40 c = 0.25 d = 0.15

Bridge Structures:

The value of the coefficients are: (project specific)

a = 0.35 b = 0.15 c = 0.45 d = 0.05

"L", "P", "M" and "F" are defined as follows:

The coefficient for fuel may need to be revised from time to time, as it has a tendency to increase out of proportion to the other factors in the CPA formula

"L" is the "Labour Index" and shall be the Consumer Price Index for "Geographic Indices > CPI per province > Northern Cape" as published in the Statistical News Release, P0141, Table A of the Consumer Price Index of Statistics South Africa.

"P" is the "Construction Equipment Index" and shall be the Producer Price Index applicable to Plant and Equipment (Total) as Price Index for as published in Table 4 of the Statistical Release P0151.1 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index applicable to Civil Engineering material' product Roads, General (excluding Bitumen) as published in Table 6 of the Statistical Release P0151.1 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for final manufactured goods- Coal and Petroleum products > Diesel" as published in Table 1 of the Statistical Release P0142.1 of Statistics South Africa.

The base month is the month preceding the month of tender closure.

Any index calculated by means of a linking factor between an old and new index, shall be rounded to one decimal place.

- Clause 6.8.3: Price adjustments for variations in the costs of special materials are allowed. Only the net bitumen content of asphalt and bituminous products shall be subject to variations in cost, and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%
- Clause 8.2.2 The safekeeping of the material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.
- Clause 6.10.3: Percentage retention is 10 %.
The limit of retention money is 5% of the Contract Sum.
A retention guarantee in lieu of a cash retention is permitted.
- Clause 6.10.5 **Payment of retention money**
Add after the first sentence:
"Half of the retention money shall only be released once the Contractor has rehabilitated all the borrow pits utilised for the project, and the Department of Mineral Resources has issued a letter in which they indicate that they are satisfied with the rehabilitation of the borrow pits."
- Clause 8.6.1.1.1 The Contract Price
Add the following

- The Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The Engineer may take account of the breakdown when evaluating claims and making Determinations.”
- Clause 8.6.1.1.2: The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.
- Clause 8.6.1.1.3: The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is Nil.
- Clause 8.6.1.2: Special Risks Insurance issued by SASRIA is required.
- Clause 8.6.1.3: The limit of indemnity for liability insurance is R 20 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk. The number of claims to be unlimited during construction and defects liability period.
- Clause 10.5.2: Disputes shall be referred to ad-hoc adjudication.
- Clause 10.5.3: The number of Adjudication Board members to be appointed shall be one.
- Clause 10.7.1: The determination of disputes shall be by arbitration.
- Clause 10.8.1: Unresolved disputes shall be determined by court proceedings.
- Clause 11.1: **Targeted Enterprise Development**
The target area for local labour is Joe Morolong Local Municipality.
The target area for Targeted Enterprise is Joe Morolong Local Municipality.
- Clause 11.3: CPG Utilisation plan:
A labour and targeted enterprises utilisation plan needs to be submitted at the commencement of the works, clearly indicating how the CPG target will be met. The plan needs to be linked to the program of the works.
- Construction Management Systems**
- In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. In terms of the CIDB Best Practice Contractor Recognition System, the Board has identified the following as best practices for contractor enterprises in Grades 5 to 9:
- a) certification to SANS ISO 9001 Quality Management System, SANS ISO 14001 Environmental Management Systems and SANS OHSAS 18001 Occupational Health and Safety Management System; or
 - b) certification to SANS 1393 Construction Management System.

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause Name of Contractor:
1.1.1.9:

.....

Contact Person:

Clause Address of the Contractor:
1.2.1.2:

Physical:

Postal:

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No: Fax No:

Clause 6.2.1: The Security to be provided by the Contractor shall be Retention withheld on the payment certificates as per Clause 6.10.3 and a Performance guarantee of 10% of the Contract Sum.

Clause 4.4.2: **Selection of Sub-Contractors**

The Tenderer shall list in Form V the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors or Suppliers. Should any of or all of the specialist Subcontractors or Suppliers not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor or Supplier not listed below being approved by the Employer.

Signed on behalf of Tenderer:

.....

PRO FORMA

C1.2.3. PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical Address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form 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: On receiving of the Certificate of Completion.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee is signed up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the guaranteed sum, whichever occurs first.
3. The Engineer 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.
4. The Guarantor hereby acknowledges that:

- 4.1. 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 or any intention whatsoever to create a suretyship;
- 4.2. its obligation under this Performance Guarantee is restricted to the payment of money.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 5.1. A copy of a first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by Engineer in an Interim Payment Certificate has not been made of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon Guarantor to make payment in terms 5.2;
 - 5.2. 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 5.1 and the sum certified has not still been paid.
 - 5.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 5.
6. Subject to the Guarantor's maximum liability referred to in 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:
 - 6.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 6; or
 - 6.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called upon in terms of 6; and
 - 6.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
7. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 5 and 6 shall not exceed the Guarantor's maximum liability in terms of 1.
8. Where the Guarantor has made payment in terms of 6, the Employer shall upon 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.
9. Payment by the Guarantor in terms of 5 or 6 shall be made within seven (7) calendar days upon receipt of the first written demand tot the Guarantor.
10. Payment by the Guarantor in terms of 6 will only be made against the return of the original Performance Guarantee by the Employer.
11. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
12. The Guarantor chooses the physical address as stated above for the service of all notice for all purposes in connection herewith.

- 13. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
- 14. This Performance Guarantee, with the required demand notices in terms of 5 or 6, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 15. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Acts No 32 of 1944, 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

Date.....

Guarantor’s signatory (1)

Capacity

Guarantor’s signatory (2).....

Capacity.....

Witness signatory (1)

Witness signatory (2).....

C1.2.4. 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.

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:

Witness:

Witness:

(Signature)

(Signature).....

(Signature)

Name:

Name:

Name:.....

Address:.....

Address:.....

Address:.....

.....

.....

.....

.....

.....

.....

Date:

Date:

Date:.....

C1.2.5. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between The Department represented by Head of Department: NORTHERN CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS.

(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 authorised 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

No:.....

.....

.....

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 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 authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with 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 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.

C1.2.6. RETENTION MONEY GUARANTEE

PRO FORMA

The Northern Cape Department of Roads and Public Works

P.O. BOX 3132

KIMBERLEY

8300

CONTRACT NO. _____ FOR _____

ISSUED TO: the **NORTHERN CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS**, represented by **HEAD OF DEPARTMENT: ROADS AND PUBLIC WORKS** (hereinafter referred to as "the Employer")

ON BEHALF OF:(hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO.(hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer's Agent as such in terms of the Contract.

2. The Employer's Agent's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer's Agent in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
- 3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 9/11 Stokroos Street, Tebogo Leon Tume Complex, Squarehill Park, Kimberley, 8301 or at such other address as the Employer shall in writing notify us.
- 4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5. Our aggregate liability under this guarantee is limited to R
- 6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters

2. Name in Block Letters

C1.2.7. TRANSFER OF RIGHTS

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

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

Contract No: For (contract title)

.....

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

.....

duly authorised 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 favour 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 6.10.2 of the General Conditions of Contract 2015.