

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance	C.2
C1.2 Contract Data	C.8
C1.3 Agreement in Terms of Section 37(2) – OHS Act	C.18
C1.4 Notification of Construction Work	C.23
C1.5 Adjudicator’s Agreement	C.25

**C1.1 FORM OF OFFER AND ACCEPTANCE
(Agreement)**

Offer

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

TENDER № 10969/1/2/C1

MKUZE RAIL SIDING

CONSTRUCTION OF TRANSLOADING FACILITY:

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);
..... Rand (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 of Organisation)

(Address of Organization)

Witness _____
(Name) _____ **(Signature)** _____

Date _____

Acceptance

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

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

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 Contact 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 of this Agreement comes into effect. Failure to fulfill 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 the Contractor) within five days after 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 binding contract between the parties,

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____

(Name of Organisation)

(Address of Organisation)

Witness _____ (Name) _____ (Signature)

Date _____

CLIENT REVIEW 1

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 arrangements and recorded here shall also be incorporated into the final draft of the Contract,

1	Subject	_____
	Details	_____
2	Subject	_____
	Details	_____
3	Subject	_____
	Details	_____
4	Subject	_____
	Details	_____
5	Subject	_____
	Details	_____
6	Subject	_____
	Details	_____
7	Subject	_____
	Details	_____
8	Subject	_____
	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 the 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 and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name of Organisation)

(Address of Organisation)

Witness _____
(Name) **(Signature)**

Date _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name of Organisation)

(Address of Organisation)

Witness _____
(Name) **(Signature)**

Date _____

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
of (month)
20..... (year)
at (place)

For the Contractor:

.....
Signature
.....
Name
.....
Capacity

Signature and name of witness:

.....
Signature
.....
Name
.....

CLIENT REVIEW 1

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, GCC published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

COMPULSORY DATA	
GCC Ref Clause No	
1.1.1.15	The name of the Employer: South African Farmers Development Association (SAFDA)
1.2.1.2	The address of the Employer: Physical: SAFDA Room 303, Strauss Daly Building, 41 Richeford Circle, Umhlanga Ridge, Durban Postal: N/A Tel No: +27(0)31 941 7247 Fax No: N/A Email: amadhanpall@sa-fda.org.za
1.1.1.16	The name of the Employer's Agent: Bosch Projects (Pty) Ltd
1.2.1.2	The address of the Employer's Agent: Physical: 1 Holwood Park Postal: P O Box 2009 5 Canegate Road Durban 4320 La Lucia Ridge Office Estate 4000 Tel No: 031 535 6000 Email: ndzamelas@boschprojects.co.za
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.26 / 6.7.1	The Pricing Strategy is re-measurement contract
5.3	Commencement of Works
5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Insurance (Clause 8.6)

Kommentar [SN1]: Client to provide

COMPULSORY DATA	
GCC Ref Clause No	
5.3.2	The time to submit the documentation required before commencement of Works execution is five (5) days from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
5.5.1 / 1.1.1.14	Time for Practical Completion The time for achieving Practical Completion of the entire Works is Four-(4) months from the Commencement Date of the Contract.
5.6.1	Programme The contractor shall deliver his programme of work within five (5) days from the Commencement Date. Note: Refer to Project Specifications regarding required format, etc.
5.8.1 & 5.1.1.1	Non-working times and special non-working days The Non-working days are Saturdays and Sundays. The Special non-working days are all statutory holidays as declared by National or Regional Government and the year-end break commencing with close of business on 15 December 2018 and ending with start of business on 08 January 2019 .
5.13.1	Penalty for Delay The penalty for failing to complete the Works by the Due Completion Date shall be R2,000.00 (exclusive of VAT) per day.
5.16.3	Latent Defect Period <ul style="list-style-type: none"> • For civil engineering works: 1 year for gravel roads excluding bridges and tunnels 10 years for the rest. • For building works: 5 years • For electrical/mechanical works: 3 years Commencing on the date of certification of Practical Completion.
6.5	Daywork
6.5.1.2.3	The percentage allowances to cover overhead charges for daywork which has not been included in the Daywork Schedule, are as follows: <ul style="list-style-type: none"> • 50% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.
6.10	Payments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.3	Retention Money The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price A guarantee in lieu of “retention money” is not permitted.

COMPULSORY DATA	
GCC Ref Clause No	
8.6	Insurances
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil .
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R1,000,000 (One Million Rand) for each and every claim.
10.5	Adjudication
10.5.3	Adjudication The number of Adjudication Board Members to be appointed is one (1) .

OPTIONAL DATA	
GCC Ref Clause No	
1.1.1.5	Commencement Date “Commencement date” means a date determined by the Employer and communicated to the Contractor, in writing, before or at the “Site Handover Meeting”, which meeting is to take place within five (5) days from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect and such Commencement Date is to be within five (5) days from the date of the Site Handover Meeting. “Site Handover Meeting” means a meeting arranged by the Engineer to communicate the Commencement Date to the Contractor, to instruct the Contractor to commence the execution of the Works on the Commencement Date as per Clause 5.3.1, to provide the Contractor with the necessary details and documentation to execute the Works and for the Employer to give the Contractor right of access to the Site, as per Clause 5.4.1.
5.4	Access to site
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
10.5.1	Adjudication Dispute resolution shall be by standing adjudication.
10.7.1	Arbitration The determination of disputes shall be by arbitration.
1.3.5	Contractor’s Copyright Add the following to the Clause:

OPTIONAL DATA																																																																																																																																																																																			
GCC Ref Clause No																																																																																																																																																																																			
	The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior written approval of the Employer to this effect.																																																																																																																																																																																		
3.1.3	<p>Specific Approval of the Employer Required</p> <p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table border="1"> <thead> <tr> <th>Delegated to ER*</th> <th>Requires EWA*</th> <th>GCC Clause No</th> <th>Description</th> <th>Financial limit per occurrence</th> <th>Total financial limit for contract</th> </tr> </thead> <tbody> <tr> <td></td> <td>Y</td> <td>1.2.1.2</td> <td>Change of address</td> <td>NA</td> <td>NA</td> </tr> <tr> <td>N</td> <td></td> <td>2.2.3</td> <td>Adverse physical conditions</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>2.4.1</td> <td>Ambiguity in or discrepancy between documents</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>3.2.1</td> <td>Engineer's Representative's appointment and termination</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>3.2.4</td> <td>Engineer's Representative acting on Engineer's behalf</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>3.2.6</td> <td>Engineer's Representative's orders or instructions causing dissatisfaction</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.1</td> <td>Proof of compliance with applicable laws</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.2</td> <td>Proof of good standing with payments in terms of legislation</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>R</td> <td>R</td> </tr> <tr> <td></td> <td></td> <td>4.7.1</td> <td>Fossils, etc. on Site</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.8.2</td> <td>Facilities for others</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.9.1</td> <td>Removal of Construction Equipment from Site</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.1</td> <td>Use of Site for Contractor's employees</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.2</td> <td>Contractor's employee information</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Removal of Contractor's employee from Works</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Re-employment of Contractor's employee</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.12.2</td> <td>Approval of Site Agent</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.3.1</td> <td>Commencement with executing the Works</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.3</td> <td>Approval of programme</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.4</td> <td>Adjustment of programme</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>5.7.1</td> <td>Rate of progress falling behind programme</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>5.7.1</td> <td>Steps taken to expedite progress</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.7.2</td> <td>Work at night</td> <td>R</td> <td>R</td> </tr> <tr> <td></td> <td>Y</td> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.7.3</td> <td>Payment for acceleration</td> <td>R</td> <td>R</td> </tr> <tr> <td></td> <td>Y</td> <td>5.8.1.1</td> <td>Work during non-working times</td> <td>R</td> <td>R</td> </tr> <tr> <td></td> <td></td> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td>NA</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.9.2</td> <td>Further instructions and drawings</td> <td>NA</td> <td>NA</td> </tr> </tbody> </table>					Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence	Total financial limit for contract		Y	1.2.1.2	Change of address	NA	NA	N		2.2.3	Adverse physical conditions	NA	NA			2.4.1	Ambiguity in or discrepancy between documents	NA	NA		Y	3.2.1	Engineer's Representative's appointment and termination	NA	NA		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA	NA			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA	NA			4.3.1	Proof of compliance with applicable laws	NA	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA	NA			4.5.4	Payment for notices and fees	R	R			4.7.1	Fossils, etc. on Site	NA	NA		Y	4.8.2	Facilities for others	NA	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA	NA			4.10.1	Use of Site for Contractor's employees	NA	NA			4.10.2	Contractor's employee information	NA	NA			4.11.2	Removal of Contractor's employee from Works	NA	NA			4.11.2	Re-employment of Contractor's employee	NA	NA		Y	4.12.2	Approval of Site Agent	NA	NA			5.3.1	Commencement with executing the Works	NA	NA			5.6.3	Approval of programme	NA	NA			5.6.4	Adjustment of programme	NA	NA		Y	5.7.1	Rate of progress falling behind programme	NA	NA		Y	5.7.1	Steps taken to expedite progress	NA	NA			5.7.2	Work at night	R	R		Y	5.7.3	Acceleration of rate of progress	NA	NA			5.7.3	Payment for acceleration	R	R		Y	5.8.1.1	Work during non-working times	R	R			5.9.1	Instructions and drawings on Commencement Date	NA	NA			5.9.2	Further instructions and drawings	NA	NA
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence	Total financial limit for contract																																																																																																																																																																														
	Y	1.2.1.2	Change of address	NA	NA																																																																																																																																																																														
N		2.2.3	Adverse physical conditions	NA	NA																																																																																																																																																																														
		2.4.1	Ambiguity in or discrepancy between documents	NA	NA																																																																																																																																																																														
	Y	3.2.1	Engineer's Representative's appointment and termination	NA	NA																																																																																																																																																																														
	Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA	NA																																																																																																																																																																														
		3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA	NA																																																																																																																																																																														
		4.3.1	Proof of compliance with applicable laws	NA	NA																																																																																																																																																																														
		4.3.2	Proof of good standing with payments in terms of legislation	NA	NA																																																																																																																																																																														
		4.5.4	Payment for notices and fees	R	R																																																																																																																																																																														
		4.7.1	Fossils, etc. on Site	NA	NA																																																																																																																																																																														
	Y	4.8.2	Facilities for others	NA	NA																																																																																																																																																																														
	Y	4.9.1	Removal of Construction Equipment from Site	NA	NA																																																																																																																																																																														
		4.10.1	Use of Site for Contractor's employees	NA	NA																																																																																																																																																																														
		4.10.2	Contractor's employee information	NA	NA																																																																																																																																																																														
		4.11.2	Removal of Contractor's employee from Works	NA	NA																																																																																																																																																																														
		4.11.2	Re-employment of Contractor's employee	NA	NA																																																																																																																																																																														
	Y	4.12.2	Approval of Site Agent	NA	NA																																																																																																																																																																														
		5.3.1	Commencement with executing the Works	NA	NA																																																																																																																																																																														
		5.6.3	Approval of programme	NA	NA																																																																																																																																																																														
		5.6.4	Adjustment of programme	NA	NA																																																																																																																																																																														
	Y	5.7.1	Rate of progress falling behind programme	NA	NA																																																																																																																																																																														
	Y	5.7.1	Steps taken to expedite progress	NA	NA																																																																																																																																																																														
		5.7.2	Work at night	R	R																																																																																																																																																																														
	Y	5.7.3	Acceleration of rate of progress	NA	NA																																																																																																																																																																														
		5.7.3	Payment for acceleration	R	R																																																																																																																																																																														
	Y	5.8.1.1	Work during non-working times	R	R																																																																																																																																																																														
		5.9.1	Instructions and drawings on Commencement Date	NA	NA																																																																																																																																																																														
		5.9.2	Further instructions and drawings	NA	NA																																																																																																																																																																														

OPTIONAL DATA						
GCC Ref Clause No						
		5.9.3	Requested instructions and drawings	NA	NA	
	Y	5.9.7	Contractor's designs	NA	NA	
	Y	5.9.7	Departing from Contractor's designs	NA	NA	
	Y	5.11.1	Suspension of the Works	NA	NA	
		5.11.3	Proceeding with Works after suspension	NA	NA	
N		5.12.4	Acceleration instead of extension of time	R	R	
		5.13.2	Reduction in penalty	R	R	
N	Y	5.14.1	Work to be completed for Practical Completion	NA	NA	
N	Y	5.14.2	Certificate of Practical Completion	NA	NA	
N		5.14.4	Certificate of Completion	NA	NA	
N		5.16.1	Final Approval Certificate	NA	NA	
	Y	6.3.1	Variation orders	R	R	
	Y	6.3.2.1	Confirmation of a Variation Order	NA	NA	
		6.4.1	Valuation of a Variation Order	NA	NA	
		6.4.1.3	Consultation on valuation of a Variation Order	NA	NA	
		6.4.1.4	Dayworks as a Variation Order	R	R	
	Y	6.4.2	Delivering the valuation of a Variation Order	NA	NA	
		6.5.1.3	Construction Equipment rates for dayworks	NA	NA	
		6.5.2	Materials for dayworks	R	R	
		6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA	NA	
		6.6.1	Provisional sum work			
		6.6.3	Prime cost work			
		6.7.2	Valuation of the Works	NA	NA	
		6.7.3	Measurement of work	NA	NA	
		6.8.4	Costs due to changes in legislation	NA	NA	
		6.9.3	Plant and materials becoming property of Employer	NA	NA	
		6.10.1	Monthly payment certificate	NA	NA	
		6.10.4	Delivery of payment certificate	NA	NA	
		6.10.7	Correction of previous payment certificate	NA	NA	
		6.10.8	Completion payment certificate	NA	NA	
		6.10.9	Final payment certificate	NA	NA	
		6.11.1	Variations exceeding 15%			
		7.1.1	Unsuitable Construction Equipment	NA	NA	
		7.4.1	Samples of materials	NA	NA	
		7.4.2	Test specimens	NA	NA	
		7.4.3	Tests	NA	NA	
		7.4.5	Reports on tests	NA	NA	
		7.5.1	Covering up work	NA	NA	
	Y	7.5.2	Delivery of Plant to Site	NA	NA	
	Y	7.5.3	Testing and examining Plant and work	NA	NA	
		7.5.5	Uncovering work	NA	NA	
	Y	7.6.1	Making good and retesting of Plant	NA	NA	
		7.6.2	Plant failing testing	NA	NA	
	Y	7.6.3	Removal of improper work	NA	NA	
	Y	7.7.1	Search for defects	NA	NA	
	Y	7.8.1	Making good of defects	NA	NA	

OPTIONAL DATA						
GCC Ref Clause No						
		Y	7.9.1	Work by others during emergency	NA	NA
			8.2.2.2	Damage due to excepted risks	NA	NA
			8.5.1	Reporting accidents	NA	NA
			9.1.5	Termination of Contract	NA	NA
N	Y		9.2.1	Consultation on breach of Contract by Contractor	NA	NA
N	Y		9.2.1	Breach of Contract by Contractor	NA	NA
N	Y		10.1.3	Facts to assess Contractor's claim	NA	NA
N	Y		10.1.5	Consultation on Contractor's claim	NA	NA
N	Y		10.1.5	Ruling on Contractor's claim	R	R
N	Y		10.2.3	Consultation on dissatisfaction claim	NA	NA
N	Y		10.2.3	Ruling on dissatisfaction claim	NA	NA
TOTAL FOR CONTRACT						R
<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50,000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p>						
4.1.2	<p>Contractor's Liability for Own Design Errors</p> <p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer (Pr Eng) confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with</p>					

OPTIONAL DATA	
GCC Ref Clause No	
	<p>respect thereto.</p> <p>4.1.2.5 “As-Built” drawings in DXF or DWG electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.1	<p>Compliance with Applicable Laws</p> <p>Add the following to the clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>
4.3.3	<p>Add the following new clause after Clause 4.3.2:</p> <p>Contractor’s liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.4	<p>Add the following new clause after Clause 4.3.3:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>

OPTIONAL DATA	
GCC Ref Clause No	
4.3.5	<p>Add the following new clause after Clause 4.3.4:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.4.4	<p>Contractor's Liability Unaffected by Selection of Subcontractors</p> <p>Delete the contents of the clause and insert the following:</p> <p>Any consent granted in accordance with Clause 4.4 or appointment of a sub-contractor in accordance with Clause 4.4.3 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.</p> <p>The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.</p>
4.10.3	<p>Add the following new clause:</p> <p>Local Labour and Suppliers</p> <p>The Contractor shall make maximum use local labour and suppliers in accordance with the requirements contained within the Scope of Work. All unskilled work shall be undertaken by local labour only.</p>
5.7.1	<p>Progress of the Works</p> <p>Add the following to the clause:</p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.13	<p>Penalty for Delay</p> <p>Add the following new clause after Clause 5.13.2.2:</p>

OPTIONAL DATA	
GCC Ref Clause No	
5.13.3	<p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p>
5.13.3.1	<p>Fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</p>
5.13.3.2	<p>Utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</p>
5.13.3.3	<p>Utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</p> <p>Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: R2,000.00 (exclusive of VAT) per day.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.8	Adjustment in rates and/prices
6.8.2	Contract Price Adjustment will not be applicable.

PART 2: DATA PROVIDED BY THE CONTRACTOR

COMPULSORY DATA	
GCC Ref Clause No	
1.1.1.9	The name of the Contractor:
1.2.1.2	The address of the Contractor: Physical: Postal: Tel No: Fax No: Email:
6.2.1	Security Security is to be provided as stipulated in the data provided by the Employer in sub-clause 6.2.1

C1.3 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 2014

SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 entered into and between

.....
(hereinafter referred to as "the Employer")

and

.....
(hereinafter referred to as "the Mandatary")

.....
COID Registration Number

Whereas the Employer has entered into a contract and / or Purchase order with the Mandatary, in terms of which the Mandatary is to perform certain work and services for and on behalf of the Employer, subject to terms and conditions as contained in such contract and / or Purchase Order.

The parties have agreed that in respect of performance of the work the Mandatary shall be responsible for compliance with the Occupational Health and Safety Act and its regulations. The Employer and Mandatary accordingly enter in to this Agreement in terms of Section 37(2) of the OHS Act, the terms and conditions of which are set out hereunder.

1. Definitions

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1 Expressions which denote:
 - 1.1.1 any gender shall include the other genders
 - 1.1.2 a natural person shall include a juristic person and vice versa
 - 1.1.3 the singular shall include the plural and vice versa
- 1.2 **Agreement** shall mean this document containing its terms and conditions as applicable to the parties thereto;
- 1.3 **Employer** shall mean the party as described on the face of this document;
- 1.4 **Employees** shall mean all Employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary;
- 1.5 **Mandatary** shall mean the party as described on the face of this document
- 1.6 **OHS Act** shall mean the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto;

- 1.7 **Premises** shall mean all such Premises of the Employer, where the Mandatary and Employees perform work or render a service for and on behalf of the Employer
- 1.8 **Parties** shall mean the Employer and the Mandatary
- 1.9 **PPE** shall mean the personal protective equipment

2. WARRANTY OF COMPLIANCE

- 2.1 The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary and the Employees are to perform on the Premises shall be the obligation of the Mandatary
- 2.2 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and / or activities of the Employees whilst they are on the Premises
- 2.3 By entering into this agreement the Mandatary warrants that he is familiar with working conditions and agrees to the arrangements and procedures, as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act, for the purpose of compliance with the OHS Act.
- 2.4 The Mandatary shall also ensure that he complies with all relevant Labour Legislations including the Basic conditions of employment Act, the Labour Relations Act and any specific wage determination specific to his business activity.

3. MANDATARY AN EMPLOYER

The Mandatary shall be deemed to be the employer on his right whilst on Employer's Premises. In terms of Section 16(1) of the OHS Act the Mandatary shall accordingly ensure that the requirements of the OHS Act are complied with by himself and / or his Chief Executive Officer.

4. LEGAL APPOINTMENTS

- 4.1 The Mandatary undertakes to make all statutory appointments as per the requirements of the OHS Act, in particular, 16(2) assignee and / or Construction Regulation 6(1).
- 4.2 The Mandatary warrants that all appointed persons are trained to understand their roles in terms of the OHS Act. The Mandatary shall further ensure that employees receive basic safety training to understand the hazards and risks associated with their work.
- 4.3 The Mandatary shall ensure that all work performed for and / or on behalf of the employer is performed under general supervision of a competent person who has been appointed in writing. Such appointed person shall be vested with full authority to strictly enforce the law.

5. ACCESS TO THE OHS-ACT

The mandatary shall ensure that his appointed responsible person has an updated copy of the OHS Act. The copy should be produce to the Employer's representative at all times if so required.

6. SAFETY FILE

The Mandatary shall ensure that a health and safety file is opened and kept on the premises, which shall include all documentation required in terms of the provisions of the OHS Act, including but not limited to

- 1) The COID certificate
- 2) Public liability cover
- 3) Safety Plans
- 4) Risk assessments and Safe work procedures
- 5) Names of responsible persons and their appointment letters
- 6) List of sub-contractors if any

7. MEDICAL EXAMINATIONS

The Mandatary shall ensure that all the Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of the work they are to perform.

8. INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

9. PERSONAL PROTECTIVE EQUIPMENT

The Mandatary shall ensure that his responsible persons and the Employees are provided, free of charge, with adequate personal protective equipment (PPE) for the work they are required to perform. The PPE to be supplied should be in accordance with General Safety Regulation 2(1) of the OHS Act. The Mandatary shall ensure that his employees wear the PPE supplied to them at all times.

10. INTOXICATION NOT ALLOWED

No intoxicating substance of any form is allowed on the Premises. Any person suspected to be under influence of intoxicating substance shall not be allowed on site. Any person with prescribed medication shall notify the relevant responsible person and also advise him of the potential side effects.

11. FIRST AID AND EMERGENCY EQUIPMENT

11.1 The Mandatary shall ensure that, where more than five employees are employed at the Premises, a first aid box is made readily available as per General Safety Regulation 3(2). If the Mandatary employs more than 10 employees the Mandatary shall ensure that a certificated first aid provider is available. Provided that the Mandatary may enter into a written arrangement with the Employer for the provision of such first aid facilities.

11.2 The Mandatary shall further ensure that there is adequate supply of fire protection and emergency equipment, and employees are made familiar with fire precautions. at the Premises, which include fire alarm signals and emergency exits and that such precautions are adhered to.

12. PLANT, MACHINERY AND EQUIPMENT

- 12.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Premises is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of the OHS Act.
- 12.2 In accordance with the provision of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises, or manufactured, sold or supplied to or for the Employer, and which the Mandatary uses at work complies with all the prescribed requirements and will be safe and without risk to health when properly used.

13. NO USAGE OF THE EMPLOYER'S EQUIPMENT

The Mandatary hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the employer has been obtained, in which case, the Mandatary shall ensure that only those persons authorized to make use of the same, have access thereto.

14. INDEMNITY BY MANDATARY

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Employer and the Mandatary:

- 14.1 The Employer shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatary or to the Employees, and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein; provided that such loss, damage, injury or death is not caused by the willful action or omission or gross negligence of the Employer
- 14.2 The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of the Employees, and the Mandatary hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatary's breach of any of the terms of this Agreement, or by delict.
- 14.3 The Mandatary in pursuance of clause 14 undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.

15. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, it should contact the appropriate and designated representative of the Employer, whose clarification in terms hereof shall be in writing.

16. DURATION OF AGREEMENT

This Agreement shall remain in force for any work performed by the Mandatary and/or any of his Employees at the Employer's premises.

17. HEADINGS

The headings as contained in this Agreement are for reference purposes only, and shall not be construed as having interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name and Surname

Signature: _____
for and on behalf of the **Employer**
he being duly authorised

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name and Surname

Signature: _____
for and on behalf of the **Mandatary**
he being duly authorised

NB: Please ensure that each person signing this Agreement initials all pages

C1.4 NOTIFICATION OF CONSTRUCTION WORK

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 Regulation 3 of the Construction Regulations, 2014

1. (a) Name and postal address of principal contractor:

1. (b) Name and telephone number of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3. (a) Name and postal address of client:

3. (b) Name and telephone number of client's contact person or agent:

4. (a) Name and postal address of designer(s) for this project:

4. (b) Name and telephone number of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2):

7. Exact physical address of the construction site or site office:

8. Nature of construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen:

Principal Contractor

Date

Client

Date

- This document is to be forwarded to the Department of Labour and the Ugu District Municipality prior to commencement of work on site.
- All principal contractors that qualify to notify must do so even if another principal contractor on the same site had done so prior to the commencement of work.

C1.5 ADJUDICATOR'S AGREEMENT

DISCLOSURE STATEMENT

Please note that words in italics within brackets are items which should be stated.

(Date)

Contract: CONSTRUCTION OF TRANSLOADING FACILITY

Contractor:

Employer: SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)

Engineer: BOSCH PROJECTS (PTY) LTD

Dear Sirs

I am willing and available to serve as (*ad-hoc / standing*) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the Contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Name:

Physical address:

.....

.....

Postal address:

.....

.....

e-mail address: Fax number:

Telephone number: Mobile number:

Contractor:

Name:

Physical address:

.....

.....

Postal address:

.....

e-mail address: Fax number:

Telephone number: Mobile number:

Employer:

Name: SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION

Physical address: Room 303, Strauss Daly Building, 41 Richeford Circle, Umhlanga Ridge, Durban

Postal address:

Telephone number: Fax number:

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

Kommentar [SN2]: Client

The Parties entered into a Contract for:

SAFDA
TENDER № 10969/1/2/C1

which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to (*ad-hoc adjudication/standing adjudication*).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - (a) A monthly retainer of (*amount*)
for (*number*) of months, and/or
 - (b) A daily fee of (*amount*)
based on a (*number*) hour day, and or
 - (c) A hourly free of (*amount*), and/or
 - (d) A non-recurrent appointment fee of (*amount*)
which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoices shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature

Employer's name: SAFDA

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

**Delete the inapplicable party*

CLIENT REVIEW 1