



University of Venda

Creating Future Leaders

## UNIVEN CAMPUS WATER UPGRADE PHASE 2 (INCLUDING INSTALATION OF TANKS PER STUDENT RESIDENCE)

**TENDER NO: IN/02/2023**

### **C1.2 CONTRACT DATA**

*The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).*

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.



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# **UNIVEN CAMPUS WATER UPGRADE PHASE 2 (INCLUDING INSTALATION OF TANKS PER STUDENT RESIDENCE)**

**TENDER NO: IN/02/2023**

## **C1.2.1: CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT**

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## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 3<sup>rd</sup> edition 2015”, issued by the South African Institution of Civil Engineering (Short title: “General Conditions of Contract 2015”) and can be obtained from:

#### SAICE

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

It is agreed that the only variations from the General Conditions of Contract 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

Clause	Description
2.5.1	<p><b>Cession</b> <i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words “without the written consent of the other”</i></p>
5.14.5.1	<p><b>Consequences of Completion</b> <i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word ‘Guarantor’ with ‘Contractor’.</i></p> <p><b>Security</b> <i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data.</p>

Clause	Description
	The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.
	<p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.2 as amended in the Contract Data.”</p>
6.3	<p><b>Variations</b> <i>Amend Clause 6.3, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i> ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p>" , and no such variation shall give reason for consideration of any claim in terms of Clause 6.11.”</p>
6.3.2	<p><b>Orders for Variations to be in writing</b> Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p><b>Definition of “materials”</b> <i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word ‘plant’ with ‘Plant’.</i></p>
6.10.1	<p><b>Interim Payments</b> <i>Amend Clause 6.10.1.5 as follows:</i></p> <p><i>In the third line, add the words ‘not yet’ before the words ‘built into’</i></p>
6.10.5	<p><b>Payment of retention money</b> <i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>
6.10.6	<p><b>Set-off and delayed payments</b> <i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i></p>
6.11	<p><b>Variations exceeding 15 per cent</b> <i>Replace the marginal heading with:</i></p> <p><b>“Variations exceeding 20 per cent”</b></p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p>
7.8.2	<b>Cost of making good of defects</b>

Clause	Description
	<p><i>Amend Clause 7.8.2.1 as follows:</i></p> <p><i>In the first line, correct the spelling of 'therefore'.</i></p>
8.3.1	<p><b>Excepted risks</b></p>
	<p><i>Amend Clause 8.3.1.12 as follows:</i></p> <p><i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i></p>
8.6.6	<p><b>Contractor to produce proof of payment</b></p> <p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p>8.6.6.1 The policies by which the insurances are affected,  8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and  8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p><b>Remedy on Contractor's failure to insure</b></p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or  9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or</p>

Clause	Description
	<p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p>
	<p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> <p>then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer</p> <p>may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>

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

### 3. PRIORITY OF DOCUMENTS

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

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract
- d) within the Contract Data.
- e) the General Conditions of Contract.
- f) the Specifications, Drawings, Schedules and other documents forming part of the

Contract (in that order) contained in the Scope of Work and the Site Information.

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

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

## 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	Data																																																																																								
1.1.1.13	The Defects Liability Period is 12 Months.																																																																																								
1.1.1.15	The name of the Employer is <b>University of Venda</b>																																																																																								
1.1.1.26	The Pricing Strategy of a re-measurement Contract shall apply																																																																																								
1.2.1.2	<p>The address of the Employer is:</p> <p><b>Physical address:</b> Main Administration Building Mphephu drive Thohoyandou;0950</p> <p><b>E-mail address:</b> univen.tenders @univen.ac.za</p>																																																																																								
3.3.1	<p>The Employers Agent 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>GCC Clause No</th> <th>Description</th> <th>Requires EWA*</th> <th>Delegated to EAR*</th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Employers Agent's Representative appointment and termination</td> <td>Y</td> <td></td> </tr> <tr> <td>3.2.4</td> <td>Employers Agent's Representative acting on Employers Agent 's behalf</td> <td>Y</td> <td></td> </tr> <tr> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>Y</td> <td></td> </tr> <tr> <td>4.7.1</td> <td>Fossils, etc on Site</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.2</td> <td>Work at night</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Payment for acceleration</td> <td>Y</td> <td></td> </tr> <tr> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.1</td> <td>Suspension of the Works</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.3</td> <td>Proceeding with Works after suspension</td> <td>Y</td> <td></td> </tr> <tr> <td>5.12.4</td> <td>Acceleration instead of extension of time</td> <td>Y</td> <td></td> </tr> <tr> <td>5.13.2</td> <td>Reduction in penalty</td> <td></td> <td>Y</td> </tr> <tr> <td>6.3.1</td> <td>Variation orders</td> <td>Y</td> <td></td> </tr> <tr> <td>6.3.2.1</td> <td>Confirmation of a Variation Order</td> <td>Y</td> <td></td> </tr> <tr> <td>6.4.1.4</td> <td>Dayworks as a Variation Order</td> <td>Y</td> <td></td> </tr> <tr> <td>6.5.2</td> <td>Materials for dayworks</td> <td>Y</td> <td></td> </tr> <tr> <td>6.8.4</td> <td>Costs due to changes in legislation</td> <td>Y</td> <td></td> </tr> <tr> <td>6.11.1</td> <td>Variations exceeding 20%</td> <td></td> <td>Y</td> </tr> <tr> <td>8.2.2.2</td> <td>Damage due to excepted risks</td> <td></td> <td>Y</td> </tr> <tr> <td>10.1.5</td> <td>Consultation on Contractor's claim</td> <td>Y</td> <td>Y</td> </tr> <tr> <td>10.1.5</td> <td>Ruling on Contractor's claim</td> <td>Y</td> <td>N</td> </tr> </tbody> </table>	GCC Clause No	Description	Requires EWA*	Delegated to EAR*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.2.4	Employers Agent's Representative acting on Employers Agent 's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction in penalty		Y	6.3.1	Variation orders	Y		6.3.2.1	Confirmation of a Variation Order	Y		6.4.1.4	Dayworks as a Variation Order	Y		6.5.2	Materials for dayworks	Y		6.8.4	Costs due to changes in legislation	Y		6.11.1	Variations exceeding 20%		Y	8.2.2.2	Damage due to excepted risks		Y	10.1.5	Consultation on Contractor's claim	Y	Y	10.1.5	Ruling on Contractor's claim	Y	N
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Clause	Data
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative  EAWA Employers Agent's Written Action  N No  NA Not Applicable  Y Yes</p>
4.9.1	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>◇ Health and Safety Plan (Refer to Clause 4.3)</li> <li>◇ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>◇ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (Refer to Clause 4.3).</li> <li>◇ Initial programme (Refer to Clause 5.6).</li> <li>◇ Security (Refer to Clause 6.2).</li> <li>◇ Insurance (Refer to Clause 8.6).</li> </ul>
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .
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.
5.8.1	<p>The non-working Days are Sundays.</p> <ul style="list-style-type: none"> <li>◇ The special non-working Days are:</li> <li>◇ Statutory public holidays; and</li> <li>◇ All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement date and which commence before the due Completion date.</li> </ul>
5.13.1	The penalty for failing to complete the Works is <b>R10 000.00</b> per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> . Proof of ownership is required.
6.10.3	The limit of <b>retention money is 10%</b> of the value of the Contract Price.

Clause	Data
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>10% (ten percent)</b> of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

**Additional clauses to the General Conditions of Contract:**

Clause	Data
1.1	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Construction Manager shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employers Agent’s in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent’.</p>
5.6	<p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Employers Agent, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Employer’s Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p><b>Employers Agent’s to approve Contractor’s Designs and Drawings</b></p> <p><i>Add the following at the end of Sub-Clause 5.9.7</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent’s, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>

Clause	Data
5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which</p>
	<p>payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p>

Clause	Data																																																												
	<table border="1" style="width: 100%;"> <tr> <td>+ Y</td> <td>=</td> <td>10 mm / 24h</td> </tr> <tr> <td>Rw</td> <td></td> <td></td> </tr> <tr> <td>Rn</td> <td>=</td> <td>2,5 maximum</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: center;"><b>Rainfall</b></td> </tr> <tr> <td style="text-align: center;"><b>Month</b></td> <td style="text-align: center;"><b>Nn = Average days &gt; Y mm (No)</b></td> <td style="text-align: center;"><b>Rn = Average monthly rainfall (mm)</b></td> </tr> <tr><td>January</td><td style="text-align: center;">2.9</td><td style="text-align: center;">113.5</td></tr> <tr><td>February</td><td style="text-align: center;">3.1</td><td style="text-align: center;">186.0</td></tr> <tr><td>March</td><td style="text-align: center;">3.2</td><td style="text-align: center;">112.2</td></tr> <tr><td>April</td><td style="text-align: center;">1.2</td><td style="text-align: center;">49.0</td></tr> <tr><td>May</td><td style="text-align: center;">0.3</td><td style="text-align: center;">7.9</td></tr> <tr><td>June</td><td style="text-align: center;">0.2</td><td style="text-align: center;">9.5</td></tr> <tr><td>July</td><td style="text-align: center;">0.3</td><td style="text-align: center;">10.2</td></tr> <tr><td>August</td><td style="text-align: center;">0.0</td><td style="text-align: center;">4.6</td></tr> <tr><td>September</td><td style="text-align: center;">0.4</td><td style="text-align: center;">20.0</td></tr> <tr><td>October</td><td style="text-align: center;">1.5</td><td style="text-align: center;">60.4</td></tr> <tr><td>November</td><td style="text-align: center;">2.7</td><td style="text-align: center;">96.7</td></tr> <tr><td>December</td><td style="text-align: center;">3.6</td><td style="text-align: center;">123.8</td></tr> <tr> <td>Source of Information</td> <td colspan="2">South African Weather Service</td> </tr> <tr> <td>Rainfall Station</td> <td colspan="2">Thohoyandou</td> </tr> <tr> <td>Period</td> <td colspan="2">1993 - 2007</td> </tr> </table>	+ Y	=	10 mm / 24h	Rw			Rn	=	2,5 maximum		<b>Rainfall</b>		<b>Month</b>	<b>Nn = Average days &gt; Y mm (No)</b>	<b>Rn = Average monthly rainfall (mm)</b>	January	2.9	113.5	February	3.1	186.0	March	3.2	112.2	April	1.2	49.0	May	0.3	7.9	June	0.2	9.5	July	0.3	10.2	August	0.0	4.6	September	0.4	20.0	October	1.5	60.4	November	2.7	96.7	December	3.6	123.8	Source of Information	South African Weather Service		Rainfall Station	Thohoyandou		Period	1993 - 2007	
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	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employers Agent.</p>																																																												
6.10	<p><b>Payments</b></p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p>																																																												
9.2.1.3.2	<p>Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Employers Agent written notice to proceed,”</p>																																																												

Clause	Data
	<p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
9.3	<p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer’s Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer’s Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>

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

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	CONTRACT SPECIFIC DATA BY THE CONTRACTOR
1.1.1.9	<p>The Name of the Contractor is:</p> <p>.....</p> <p>.....</p>

1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail address: .....</p> <p>Contact numbers:</p> <p>Corporate: .....</p> <p>Direct: .....</p> <p>Mobile: .....</p> <p>Fax: .....</p>
1.1.1.14	<p>Time for achieving Practical completion is.....Months <b>(All Inclusive)</b></p>



### C1.3 FORM OF GUARANTEE - PRO FORMA

In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition 2015

Contract No: -----

Description of Contract: -----

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: -----

----- (Please put name of firm)

Physical address: -----

-----

Postal address: -----

-----

Tel:-----

Fax: -----

“Employer” means: **University of Venda.**

“Contractor” means: -----

----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“Employer’s Agent” means: **Endecon Ubuntu Pty Ltd**

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words: -----

----- **“Expiry**

**Date**” This Guarantee shall expire upon the issue of the **Completion Certificate** issued by University of Venda signed by the Director Facilities Management, as such date is advised to the Guarantor in writing confirmed by the Employer.

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date” This Guarantee shall expire upon the issue of the final completion certificate issued by University of Venda signed by the Director Facilities Management, as such date is



advised to the Guarantor in writing confirmed by the Employer

The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:
  - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
4. 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:
  - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. 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 and/ or postal address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
  - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.



9. 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 his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. 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 Court Act 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.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----



**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

This agreement is mandatory for all contractors appointed by the University of Venda or any other institution that do work for or on behalf of University.

**This agreement is between:**

**THE PRINCIPAL CONTRACTOR:**

Herein represented by.....

In his capacity, as .....Being duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:  
(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number: .....

CEO : Name.....

ID Number: .....

Physical Address: .....  
.....

**And the University of Venda  
(Hereinafter referred to as “the Employer”)**

## 1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract”.  
Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **EMPLOYER** Means the University of Venda
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Employer.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

## 2. OBJECTIVE

- 2.1 Whereas Employer and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Employer against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Employer and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Employer within the jurisdictional area of the Employer and on any premises, which are owned, rented or developed by the Employer.
- 2.3 The Employer acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### IT IS HEREBY AGREED AS FOLLOWS:

## 3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Employer” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

- 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
  - 3.1.15 Any other health and safety standard prescribed by the "Employer".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Employer" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Employer" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.
- 4. PERFORMANCE SAFE WORKING PRACTICE**
- 4.1 The "Employer" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Employer's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Employer" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

## 5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

## 6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Employer”.
- 6.1.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Employer”.
  - ii) Approval has been obtained from the “Employer” to perform the work.
  - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.2 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”.

## 7. MACHINE VALANCES, PROTECTION AND FENDING

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of “Employer” if applicable exemption procedures were not appropriated.

## 8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to “Employer” may be used without written permission from “Employer”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 1.3 In exceptional cases, where tools and equipment belonging to “Employer” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Employer” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning

of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Employer” for any damage or excessive wear of such tools or equipment and material.

## **9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from “Employer” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and “Employer” for approval.
- 9.5 Written permission must be obtained from “Employer” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

## **10. FIRST AID**

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “Employer’s” Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

## **11. FLAMMABLE LIQUIDS**

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Employer’s” fire prevention measures and evacuation procedures.

## **12. COMPENSATION BY CONTRACTOR**

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

## **13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**



- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Employer” shall not be tolerated. The “Employer” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

#### **14. INCIDENT REPORTING**

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Employer” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The “Employer” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to “Employer” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

#### **15. LIAISON AND SUPERVISION**

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Employer” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

#### **16. SERVICE INTERRUPTION**

- 16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Employer”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Employer”.

#### **17. CONFIDENTIALITY**

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Employer”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Employer”, or have photographs taken, published or let it be published.

#### **18. CONTRACT SITE AND PRESERVATION**



- 18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Employer”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

## **19. COMPLETION OF WORK**

- 19.1 The “Contractor” or his employees shall not leave the contract site before the “Employer” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## **20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

- 20.1 The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

## **21. SEARCHES**

- 21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “Employer” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## **22. GENERAL CONDITIONS**

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “Employer” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Employer” against any or all liability which may be incurred by the “Employer” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Employer” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Employer” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.



22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Employer” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Employer”, upon demand, all costs and expenses incurred by “Employer”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Employer” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**23. “CONTRACTOR” IDENTIFICATION BOARD**

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the “Contractor”.
- The contact number and name of the person representing “Employer”

**24. ACKNOWLEDGEMENT**

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

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**26. REMARKS**

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SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

1. ....

2. ....

**THE EMPLOYER**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES

.....  
THE EMPLOYER

1. ....

2. ....



**C1.5: Agreement with Adjudicator – Pro Forma**

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 who warrants that he/ she is the **Adjudicator** in the  
duly authorised to sign for and duly authorised to sign for presence of



on behalf of the **First Party** in  
the presence of

and on behalf of the **Second  
Party** in the presence of

**Witness:**

(Signature).....

**Witness:**

(Signature).....

**Witness:**

(Signature).....

**Name:** .....

**Name:** .....

**Name:** .....

**Address:** .....

**Address:** .....

**Address:** .....

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**Date:** .....

**Date:** .....

**Date:** .....