## THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

**PART C1: AGREEMENT AND CONTRACT DATA**

[c1.1 FORM OF OFFER AND ACCEPTANCE C1.3](#_Toc354397555)

[c1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND   
SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014 c1.9](#_Toc354397559)

[c1.3 PERFORMANCE GUARANTEE C1.](#_Toc354397560)14

[c1.4 CONTRACT DATA C1.](#_Toc354397561)18

1. FORM OF OFFER AND ACCEPTANCE

**OFFER**

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

**REHABILITATION AND UPGRADE OF LEHAE LA SARS PARKING LOT DECK AND STORMWATER DRAINAGE SYSTEM**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

……………………………………………………………………………………………………………………

..............................Rand (in words); R.......................................... (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

……………………………………………………………………………

Signature

…………………………………………………………………………………...

Name

…………………………………………………………………………………...

Capacity

Name and address of organisation:

………………………………………………………………………………….

…………………………………………………………………………………..

…………………………………………………………………………………...

Signature and name of witness

…………………………………………………………………………

Signature

………………………………………………………………………….

Name

**ACCEPTANCE**

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

The terms of the contract, are contained in

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

Part 2 Pricing Data

Part 3 Scope of Work.

Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer:

…………………………………………………………………………………

Signature

…………………………………………………………………………………

Name

…………………………………………………………………………………

Capacity

Name and address of organisation:

…………………………………………………………………………………

…………………………………………………………………………………

…………………………………………………………………………………

Signature and name of witness:

…………………………………………………………………………

Signature

…………………………………………………………………………

Name

Date ………………………………………

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

2. A Tenderer's covering letter shall not be included in the final contract document.

Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject .................................................................................................................................

Details ............................................................................................................

2 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 this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer: For the Employer:

…………………………………… Signature ……………………………………………………

………………………………….. Name ……………………………………………………

………………………………….. Capacity ……………………………………………………

Name and address of organisation: Name and address of organisation:

……………………………………. …………………………………………………….

…………………………………… …………………………………………………….

…………………………………… …………………………………………………….

…………………………………… Witness Signature …………………………………………

………………………………….. Witness Name ………………………………………………

………………………………….. Date ……………………………………………………

1. AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

THIS AGREEMENT made at ........................................................... on this the ...................... day of ........................................... in the year............................... between THE SOUTH AFRICAN REVENUE SERVICES (hereinafter called "the Employer") on the one part, herein represented by ......................................................………………............… in his capacity as ……………………………………………..……............................. and delegate of the Employer   
and..............................................................................................................................………….  
(hereinafter called "the Principal Contractor") of the other part, herein represented by   
………………………………………………………………………………..……………… in his capacity as .............…………………...........................................................................................................

WHEREAS the Employer is desirous that certain works be constructed, viz  **REHABILITATION AND UPGRADE OF LEHAE LA SARS PARKING LOT DECK AND STORMWATER DRAINAGE SYSTEM** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer’s agent requiring him to commence the execution of the Works, to either:

a) the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Employer’s agenting (hereinafter referred to as "the GCC 2015"),

b) as contained in the contract documents pertaining to this contract, or

c) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.

3. The Principal Contractor declares himself to be conversant with the following:-

a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

i) Section 8: General duties of employers to their employees.

ii) Section 9: General duties of employers and self-employed persons to persons other than employees.

iii) Section 37: Acts or omissions by employees or mandatories and

iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

v) Construction Regulations February 2014, and other safety regulations, as applicable.

b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.

4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.

5. The Principal Contractor warrants that all his and his sub-contractors’ employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

WITNESS: 1................................................... 2 ……………………………….

NAME

(IN CAPITALS) 1................................................... 2 ………………………………..

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:.....................………………………

WITNESS: 1................................................... 2 …………………………….

NAME

(IN CAPITALS) 1................................................... 2 ……………………………..

1. PERFORMANCE GUARANTEE

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

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

“Physical” address:

"Employer" means:

"Contractor “means:

"Employer’s Agent“ means:

"Works" means: ..........................................................................................................................................

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee…………………………………………(Insert Variable or Fixed)

"Expiry Date" means…………………………………………….(Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here

**CONTRACT DETAILS**

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

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor’s liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the

Contract Sum:

R……………………………….

(Amount in words …………………………………………………………………………………..)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, whichever occurs first:

R ……………………………….

(Amount in words ……………………………………………………………………)

1.2 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

3.1 .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 suretyship;

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent 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 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

3.3.3 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts 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.

Signed at ...................................................................................................................

Date ..........................................................................................................................

Guarantor's signatory (1) ................................................................................................

Capacity......................................................................................................................

Guarantor's signatory (2) ................................................................................................

Capacity ..........................................................................................................

Witness signatory (1)..................................................................................................

Witness signatory (2) ..................................................................................................

1. CONTRACT DATA

**C1.4.1 Conditions of Contract**

The Conditions of Contract applicable are the General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineers, Private Bag X200, Halfway House, 1685.

**C1.4.2 Contract Specific Data**

The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2015 are applicable to this contract

**Section 1: Data provided by the Employer**

| **Clause** |  |
| --- | --- |
| 1.1.1.5 | The **“Commencement date”** shall be the date the site is handed over to the Contractor and after the guarantees have been delivered to the Client and the construction permit has been supplied to the Contractor. |
| 1.1.1.15 | The **Employer** is THE SOUTH AFRICAN REVENUE SERVICES. |
| 1.1.1.16 | The **Employer’s agent** is Celankobe Engineering and Architectural Consultants’ agents. |
| 1.2.1 | The employer’s address for receipt of communication is:  Telephone: 080 000 7277  Address: South African Revenue Services  299 Bronkhorst St  Brooklyn  Pretoria  0181 |
| 1.2.1 | The **Employer’s agent’s address** for receipt of communication is:  Telephone: (082) 152 0083  e-mail: [livelethu@celankobe.co.za](mailto:livelethu@celankobe.co.za)  Address: 57 Mahonie St  Doringkloof, Centurion,  0157 |
| 2.5.1 | **NO cession payments** will be made. |
| 3.1.1 | The Employer’s agent is required in terms of his appointment with the employer to obtain the following **specific approvals from the Employer:**  Clauses 2.2.3, 3.2.1, 3.2.4, 4.7, 5.8.1, 5.11.2, 5.11.3, 5.12.14, 5.13.2, 5.14.1, 5.16.1, 6.3.2, 6.5, 6.6.1, 6.10.7, 6.11, 7.8.2 and 8.2.2. |

| **Clause** |  |
| --- | --- |
| 3.2.3 | The Employer’s agent requires the Employer’s approval in order to authorise any **expenditure in excess of the Contract Sum.** |
| 5.1.1. | The **non-working days** are Saturdays and Sundays  The **special non-working days** are the following statutory public holidays as declared by National Government; New Year’s day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker’s Day, Youth Day, National Women’s Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Written permission must be obtained to work during these days and any statutory declared election days. |
| 5.1.1 | The **year-end break** commences on **14 December 2024** and ends **on 4 January 2025.** |
| 5.3.1 | The **Works are to be commenced within** **14**days of the Commencement Date. |
| 5.5 | **The Works shall be completed** within four (4) months, including the year-end break and special non-working days, as envisaged by the employer. |
| 5.6.1 | The **Works programme** is to be delivered within **14** days of the Commencement Date. |
| 5.13.1 | **The penalty for delay** is **1/30%** **of the Contract price** per calendar day or part thereof plus all the Employer’s agent’s costs including VAT as invoiced to the Employer for maintaining a presence on the site, from the day after the Due Completion Date up to and including the certified date of Practical Completion. |
| 5.16.3 | The latent defect Period is 10 years after the issue of Final Approval Certificate. |
| 6.2 | The **Guarantee** is to contain the **same wording** as the document included as the pro-forma referred to in Clause C1.3 in part C1 of the contract. |
| 6.2 | The **amount of the Guarantee** is to be **10%** of the Contract Price. |
| 6.2 | The **Guarantee (and Insurance) is to be** delivered **14** days after the request to do so and the Form of Acceptance will not be signed before receipt of a Guarantee that is acceptance to the Employer. Failure to submit the guarantee within the 14 days will lead to the cancellation of the appointment |
| 6.8.2 | The value of payment certificates is to be adjusted in accordance with the revised **Contract** **Price Adjustment** Schedule on page 86 of GCC 2015, according to the formula:  The value of “x” is 0,150 The values of the co-efficient are:a = 0,25 b = 0,30 c = 0,35 d = 0,10 |
|  | "L" is the "Labour Index" and shall be the Consumer Price Index for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table 14 "CPI – all items according to area" of Statistics South Africa.  "P" is the "Plant Index" and shall be the Producer Price Index applicable to the appropriate Construction Equipment as stated in the Contract Data and as published in the Statistical Release P0151, Table 4 of Statistics South Africa.  "M" is the "Materials Index" and shall be the Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the Statistical Release P0151, Table 3 or Table 4 of Statistics South Africa.  "F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the area as stated in the Contract Data and as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.  The suffix "o" denotes the base indices applicable to the base month as stated in the Contract Data.  If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Employer’s agent shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Employer’s agent in subsequent payment certificates.  The site is located in the T**shwane metropolitan municipality.**  The base month is one month prior to the closing date of the tender, i.e**. April 2024** |
| 6.8.3 | The following are **special materials**:  Only the bitumen content of all bituminous products  The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)). |
| 6.10.3 | The percentage **retention** is **10%** of the work completed (excluding CPA and VAT). |
| 6.10.3 | The **limit of retention** money is **5%** of the tender sum (excluding CPA and VAT) |
| 6.10.3 | A **Retention Money Guarantee** is **not** permitted. |
| 6.10.4 | **The Minimum** amount of interim payment certificates is **R1 000 000** |
| 7.8.1 | The **Defects Liability Period** is twelve **(12)** calendar months after final completion date. |
| 8.6 | The **amount to be included in the sum insured** to cover the value of: |
| 8.6.1 | a) **Materials** supplied by the employer for incorporation into the works: **nil**. |
|  |  |
| 8.6.1.3 | The **limit of the liability insurance** required is **R3 000 000,00**. |
| 8.6.1.5 | The following **additional and varied insurances** are required: Not applicable. |
| 10.4/10.5/10.6 | **Disputes** are to be referred to **Amicable Settlement**. |
| 10.7 | Disputes are to be referred for **final settlement** to **arbitration**. |

**Section 2: Data provided by the Contractor**

| **Clause** |  |
| --- | --- |
| 1.1.1.9 | The **contractor** is |
| 1.2.1.2 | The **contractor’s address** for receipt of communication is:  Contact Person:  Telephone: Facsimile:  e-mail:…………………………………………………………………………………….  Address:…………………………………………………………………………………. |
| 6.8.3 | The **rates for special materials**, exclusive of Value Added Tax is to be completed in Schedule T2.3 C. |
| 5.5.1 | The Works shall be completed within …………….. months as proposed by the contractor |

**C1.4.3 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

**1.1 DEFINITIONS**

**1.1.1.2** "Bill of Quantities" and "Schedule of Quantities" shall have the same meaning.

**1.1.1.15** "Employer" means the South African Revenue Services represented by the Head of the Lahae La SARS facility and/or such other person or persons duly authorised by the Employer in writing.

**1.1.1.16** "Employer’s agent" means Celankobe Engineering and Architectural Consultants Employer’s agents, as represented by a Director, Manager or other person duly authorised thereto by Celankobe Engineering and Architectural Consultants Employer’s agents.

**3. EMPLOYER’S AGENT**

**3.1.2 Employer’s agent to consult with contractor and Employer**

*Replace the word* “Employer’s agent” in the last sentence with the word “Employer”.

**3.2.6** Add the following to Sub clause 3.2.6:

"The time limit for referring the matter to the Employer’s agent by the Contractor shall be fourteen(14) days after the decision in question was given by the Employer’s agent's Representative."

*Add the following:*

**“3.2.7 Authority of the Employer**

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Employer’s agent and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Employer’s agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer’s agent and which has subsequently been rescinded.”

**4. CONTRACTORS’ GENERAL OBLIGATIONS**

**4.1** **EXTENT OF OBLIGATIONS AND LIABILITY**

*Add the following sub clause:*

**4.1.1.1** The Contractor shall, save in so far as it is legally or physically impossible,

(a) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

(b) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

**“4.1.3 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

(a) the form and nature of the Site and its surroundings, including subsurface conditions,

(b) the hydrological and climatic conditions.

(c) the extent and nature of work and materials necessary for the execution and completion of the Works,

(d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

(c) **4.11.1** To carry out and complete the Works, the Contractor shall employ on the Site only such

persons that are careful, competent and efficient in their various trades and professions

4.3 LEGAL PROVISION

*Add the following on 4.3.1*

**4.3.1** The Contractor shall, in fulfilling the Contract, comply with all applicable laws, *with regard to Health, Safety, Wages and Condition of Work*, regulations, statutory provisions and agreements, and shall, at the request to the Employer’s agent, provide proof that he has complied therewith.

5.2 COMMENCEMENT OF THE WORKS

*Add the following*:

**5.2.3 Payment of Obligations (13.01 (c))**

Paragraph 8 the second sentence of 1303 (iii) (3) of the Standard Specifications for Road and Bridge Works for State Road Authorities page 1300-2 change the sentence starting “The tendered rate will be paid …” to

“The tendered rate will be paid monthly, pro-rata for parts of a month from the commencement date until the end of the period for completion of the works, plus”

**8. RISKS AND RELATED MATTERS**

**8.2 Care of works**

*Add the following:*

**8.2.2.4** The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Employer’s agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer’s agent shall be borne by the Contractor.”

**9. TERMINATION OF CONTRACT**

**9.3 Termination by Contractor**

*Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the following:*

**9.3.1.1.2** “Failing to pay the contractor the amount due in terms of any payment certificate issued by the Employer’s agent, provided that such payment certificate is acceptable to the Employer and further more subject to the provision of sub-clause 3.2.7, within the time of payment provided in the contract, or.”

**10. CLAIMS AND DISPUTES**

*Add the following*

**10.12 Joint ventures**

"If the Contractor is in a joint venture of two or more parties or persons, the parties or persons shall be jointly and severally bound to the Employer for fulfilment of the Contractor's obligations and terms of this Contract. The formation and/or conditions of agreement of the joint venture shall not be altered without the consent of the Employers. Should such a change be acceptable to the Employer then two notarially certified copies of the revised Joint Venture Agreement shall be submitted to the Employer’s agent within fourteen (14) days of signature thereof by the parties to the Joint Venture."