

**MOGALAKWENA LOCAL MUNICIPALITY**

**PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

**TENDER REF NO: 22-2019/20**

<p><b>PART C1 : AGREEMENT AND CONTRACT DATA</b></p>
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- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee (Pro Forma as per specific contract)**

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**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**NAME OF PROJECT: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

The tenderer, identified in the offer signature block, 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 authorized, 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 terms of the conditions of contract identified in the contract data.

Signature(s) .....  
Name(s) .....  
Capacity .....  
for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness ..... Date .....

**2. ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working 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.<sup>1</sup>

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organization)

Name and signature of witness ..... Date .....

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### 3. SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before 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, be 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.

Subject .....

Details .....

Subject .....

Details .....

Subject .....

Details .....

Subject .....

Details .....

Subject .....

Details .....

By the duly authorized 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 changes 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.

## MOGALAKWENA LOCAL MUNICIPALITY

### PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A: CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH LIFT PUMP STATION

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#### C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works (2015), third edition, 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.

#### The additional clauses to the General Conditions of Contract are:

- 11 Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

X

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to

minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

## 12 **Payment for the labour-intensive component of the works**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

## 13 **Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

### 13.1 **Introduction**

.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing

- agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

### 13.2 **Terms of Work**

.1 Workers on a SPWP are employed on a temporary basis.

.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### 13.3 **Normal Hours of Work**

.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

### 13.4 **Meal Breaks**

.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

.2 An employer and worker may agree on longer meal breaks.

.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### 13.5 **Special Conditions for Security Guards**

.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

.2 A security guard who works more than ten hours per day must have a meal break of

at least one hour or two breaks of at least 30 minutes each.

### 13.6 **Daily Rest Period**

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

### 13.7 **Weekly Rest Period**

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

### 13.8 **Work on Sundays and Public Holidays**

.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

.2 Work on Sundays is paid at the ordinary rate of pay.

.3 A task-rated worker who works on a public holiday must be paid –

(a) the worker's daily task rate, if the worker works for less than four hours;

(b) double the worker's daily task rate, if the worker works for more than four hours.

.4 A time-rated worker who works on a public holiday must be paid –

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

### 13.9 **Sick Leave**

.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

.4 Accumulated sick-leave may not be transferred from one contract to another contract.

.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

.7 An employer must pay a worker sick pay on the worker's usual payday.



- .8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- .9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- .10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

### 13.10 **Maternity Leave**

- .1 A worker may take up to four consecutive months' unpaid maternity leave.
- .2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- .3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- .4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- .5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- .6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- .7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

### 13.11 **Family responsibility leave**

- .1 Workers, who work for at least four days per week, are entitled to three days paid

family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

### 13.12 **Statement of Conditions**

.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

.3 An employer must supply each worker with a copy of these conditions of employment.

### 13.13 **Keeping Records**

.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### 13.14 **Payment**

.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

.2 A task-rated worker will only be paid for tasks that have been completed.

- .3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- .4 A time-rated worker will be paid at the end of each month.
- .5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- .6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- .7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- .8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- .9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

### 13.15 **Deductions**

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

- (f) pay the employer or any other person for having been employed.

### 13.16 **Health and Safety**

.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

### 13.17 **Compensation for Injuries and Diseases**

.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

.2 A worker must report any work-related injury or occupational disease to their employer or manager.

.3 The employer must report the accident or disease to the Compensation Commissioner.

.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

### 13.18 **Termination**

.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

.2 A worker will not receive severance pay on termination.

.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

.5 A worker who does not attend required training events, without good reason, will have

terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

### 13.19 **Certificate of Service**

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

## MOGALAKWENA LOCAL MUNICIPALITY

### PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A: CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH LIFT PUMP STATION

TENDER REF NO: 22-2019/20

#### C1.2 : CONTRACT DATA (PART 1)

##### PART 1 : DATA PROVIDED BY THE EMPLOYER

- 1.1.1.13** The defects liability period is 12 months
- 1.1.1.15** The name of the employer is: Mogalakwena Local Municipality
- 1.2.1.2** The address of the employer is:
- Telephone: 015 491 9630  
Facsimile: 015 491 9712  
Address (physical): 54 Retief Street, Mokopane, 0600  
Address (postal): PO Box 51, Mokopane, 0600
- 1.1.1.16** The **Engineer**, referred to in the documents, is the firm of Aurecon South Africa (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing
- The name of the engineer is: Aurecon South Africa Pty Ltd
- 1.2.1.2** The address of the engineer is:
- Name: Aurecon South Africa (Pty) Ltd**  
**Address: 8 Watermelon Street, Platinum Park, Bendor, 0700**  
**Tel: 015 287 3800**  
**Email: [toys.burger@aurecongroup.com](mailto:toys.burger@aurecongroup.com)**  
**Contact: Mr Toys Burger**
- 1.1.1.26** The pricing strategy is re-measurable
- 1.3.1** The governing law is South Africa
- 5.1.1 & 5.8.1** The non-working days is Sundays. The special non-working days are gazetted public holidays, and the days on which the contractor grants the majority of his permanent workforce leave around the 16<sup>th</sup> December and the 1<sup>st</sup> Monday of the subsequence year.
- 5.3.1** The documentation required before commencing with the Works are:
- Health and Safety Plan (Refer Clause 4.3)
  - Initial Programme (Refer Clause 5.6)
  - Security (Refer Clause 6.2)
  - Insurance (Refer Clause 8.6)
  - Letter of Good Standing from the Compensation Commissioner (if not insured with

a Licensed Compensation Insurer)

**5.3.2** The time to deliver the documentation required before commencement of the Works is 28 days from acceptance of the offer

**5.4.2** Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

*Add the following clause after Clause 5.4.3:*

**5.4.4** The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

**5.12.2.2:** No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

“Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The ‘n’ value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in the table below.

The rainfall records applicable to this Contract are those recorded at “Potgietersrus” Station no 0633882 7 (Latitude 24.2050 Longitude 29.0110) for the period 1997-2007. The following values of Nn and Rn are from the 11 year period and shall apply:

**AVERAGE DELAYS DUE TO INCLEMENT WEATHER**

<b>Month</b>	<b>Average rainfall for calendar month Rn</b>	<b>Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn</b>
January	59.1	2
February	40.4	1
March	27.9	0.8
April	15.2	0.4
May	7.2	0.1
June	3.8	0.1
July	1.4	0
August	1.1	0
September	5.2	0.1
October	30.1	0.8
November	88.4	3.4
December	73.3	3
<b>TOTAL</b>	<b>353.1</b>	<b>11.7</b>

The number of rain-related delays is the average number of days on which 10mm of rain or more has been measured by the weather station. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the engineer's and contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings. Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will only accrue once the agreed cumulative delays exceed **15 days**.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

**5.13.1** The penalty for failing to complete the Works is 0,1% of the contract amount per calendar day

**5.14.1** The requirements for achieving practical completion are for the Works to be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.

**5.14.7** Practical completion for different parts of the projects will be issued upon achieving the requirements for practical completion for the specific portion of the Works. Parts to be considered for different practical completion dates are as follows:

- Work identified to be executed by Main contractor
- Work identified and allocated to nominated local sub-contractors

**5.16.3** The latent defects liability period is 10 years for civil engineering works, and 5 years for electrical and mechanical installations

**6.2.1** The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

**6.8.2** *Add the following to Clause 6.8.2:*

The Contract Price shall be subject to contract price adjustment.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.



Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20;    b = 0,25;    c = 0,50;    d = 0,05

The base month is **March 2017**.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

**6.8.4**    *Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**6.10.1.5**    The percentage advance on materials not yet built into the Permanent Works is 80%

**6.10.3**    The limit of retention money is 10% of the Contract Price. A retention Money Guarantee is required

**6.10.4**    *Add the following to clause 6.10.4:*

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Supply Chain Management Department) should any current certificate expire during the contract period).

Notwithstanding anything above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

**8.6.1.1.2**    The value of materials supplied by the employer to be included in the insurance amount is R0-00

- 8.6.1.1.3** The amount to cover professional fees for the repairing damage and loss to be included in the insurance sum is R0-00
- 8.6.1.3** The limit of indemnity for the liability insurance required is R 10 000 000-00 (Ten Million Rand)
- 8.6.1.5** In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- 9.2.1** Add the following to Clauses after Clause 9.2.1.3.8:
- 9.2.1.3.9** The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10** An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
- 10.5.1** Dispute resolution shall be by standing adjudication
- 10.7.1** The determination of disputes shall be by arbitration

**MOGALAKWENA LOCAL MUNICIPALITY**

**PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

**TENDER REF NO: 22-2019/20**

<b>C1.2 : CONTRACT DATA (PART 2)</b>
--------------------------------------

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

<b>Clause</b>	<b>Description</b>									
1.1.1.9 1.2.1.2	<p>The Contractor is the .....</p> <p>The Contractor's address for receipt of communications and notices is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>									
1.1.1.14	<p>The Works shall be completed in ..... weeks</p> <p><i>[State the total number of weeks which must include the special non-working days and the year end break].</i></p>									
6.8.3	<p>Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base rates and prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall furnished by the tenderer. Rates or prices furnished by the tenderer shall not include VAT but shall include all other obligatory taxes and levies). Only those materials listed below shall be considered as special materials.</p> <p>When called upon to do so, the tenderer/contractor shall substantiate rates or prices furnished at the time of tender, or during the execution of the contract, with acceptable documentary evidence.</p> <p>In the case of bituminous products, the tenderer shall state, in the schedule above, the source of the bitumen upon which the tendered rates are based.</p> <p>The variation in cost of special materials is:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 40%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....
Type of Material	Unit	Rate or Price								
.....	.....	.....								
.....	.....	.....								

Clause	Description
	..... ..... ..... .....

**MOGALAKWENA LOCAL MUNICIPALITY**

**PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

**TENDER REF NO: 22-2019/20**

**C1.3 : FORM OF GUARANTEE**

**Contract No. 22-2019/20:**

**WHEREAS** .....  
(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contractor") on the .....day of.....20.....

for the construction of

**Mogalakwena Bulk Water Masterplan: Phase 2: Construction of the Kromkloof Water  
Treatment Works and High Lift Pump Station** .....

at **Mogalakwena Municipality** .....

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

**AND WHEREAS** .....

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

**NOW THEREFORE WE,** .....

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of  
..... (R ..... )

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this .....day of .....20 .....

As witnesses:

1. .... Signature .....

2. .... Duly authorized to sign on behalf of  
.....  
Address .....  
.....  
.....

**MOGALAKWENA LOCAL MUNICIPALITY**

**PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

**TENDER REF NO: 22-2019/20**

**C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:**

**MOGALAKWENA LOCAL MUNICIPALITY**

**(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)**

herein represented by \_\_\_\_\_

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

of the Municipality, he being duly authorised thereto

and

\_\_\_\_\_  
*(hereinafter referred to as the Mandatary)*

herein represented by \_\_\_\_\_

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

of the Mandatary, he being duly authorised thereto

**WHEREAS:**

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....Day of .....20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the

protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

### **1.WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatary.

### **2.ACKNOWLEDGEMENT BY THE MANDATARY**

The mandatary acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3.UNdertaking BY MANDATARY**

- (a) The Mandatary hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations

### **4.PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Mogalakwena Local Municipality is compulsory.
- (e) The Mandatary shall ensure that the statutory requirements are complied with at all times.

### **5.FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.



## **6.SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed before hand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating halls that he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

## **7.SERVICES AND WORKING METHODS**

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

## **8.EXCAVATIONS**

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatary shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

## **9.RESTRICTION TO WORKPLACE**

Employees of the Mandatary shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

## **10.SUBCONTRACTORS**

The Mandatary shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

## **11.OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatary or a sub contractor when there is a non compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or sub contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

## **12.FIRST AID**

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

### **13.FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

### **14.COMPLETION OF WORK**

Before the mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

### **15.SALVAGED MATERIAL AND EQUIPMENT**

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

### **16.BREAKING OF THESE RULES AND POOR CONDUCT**

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatary, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatary damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

### **17.INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

### **18.CONFIDENTIALLY**

The Mandatary shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for

any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

## **19.INDEMNIFICATION BY THE MANDATARY**

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

## **20.AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

## **21 JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

## **PARTICULARS OF THE MANDATARY**

Name (Mandatary): \_\_\_\_\_

C.E.O. (Section 16(1)): \_\_\_\_\_

ID NO: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Business

\_\_\_\_\_

\_\_\_\_\_

Tel number (h)\_\_\_\_\_ (w)\_\_\_\_\_ e-mail \_\_\_\_\_

Number of employees employed: \_\_\_\_\_

Registration number as allocated to the Mandatary by the Workman's Compensation Commissioner

Date allocated: \_\_\_\_\_

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses:

\_\_\_\_\_ (Signature) \_\_\_\_\_(Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_(Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE MANDATARY**

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses

\_\_\_\_\_ (Signature) \_\_\_\_\_(Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_(Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE MUNICIPALITY**

Acknowledgement of receipt of the agreement:

\_\_\_\_\_

**THE MANDATARY**

**MOGALAKWENA LOCAL MUNICIPALITY**

**PROJECT NAME: MOGALAKWENA BULK WATER MASTERPLAN: PHASE 2A:  
CONSTRUCTION OF THE KROMKLOOF WATER TREATMENT WORKS AND HIGH  
LIFT PUMP STATION**

**TENDER REF NO: 22-2019/20**

**C1.5 : CONTRACT OF EMPLOYMENT AS COMMUNITY LIAISON OFFICER**

Construction Contract No.: .....

PROJECT .....

AGREEMENT made between the CONTRACTOR .....

and the Community Liaison Officer.....  
hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

**1. THE PARTIES HAVE AGREED THAT**

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

**2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:**

- 2.1 to keep the community informed on the progress of the project;
- 2.2 to keep the Contractor informed on relevant Community affairs and possible grievances;
- 2.3 to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- 2.4 to assist the Contractor's supervisory staff in the management of the workers.

**3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R280.00 per working day from the period 1 Sept 2016 – 31 Aug 2017, R305.00 per day for period 1 Sept 2017 – 31 Aug 2018, and R332.00 per day for the period 1 Sept 2018 – 31 Aug 2019. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
  - (i) 9¼ hours per day

- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;

- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week’s notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor’s name, the CLO’s name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

**4. TERMINATION OF AGREEMENT**

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

**5. THE CONDITIONS OF THIS AGREEMENT**

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

**6. THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor: .....

Community Liaison officer: .....

Date: .....