
Part C1: Agreements and Contract Data

C1.1 Forms 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:

98/2023: CONSTRUCTION OF PRINCE ALBERT BOREHOLE PIPELINE AND ASSOCIATED INFRASTRUCTURE

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 VAT IS: (in words)

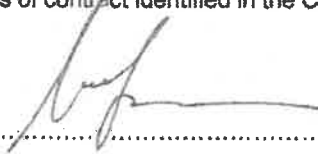
Rand. Three Nine Three Four One Five Zero Rand
only

R. 3 934 150.00 (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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

For the Tenderer

Signature(s)



Name(s)

Daniel Sarel van Berk

Capacity

Managing Member

Name and address of organisation):

Phambili Civils

No. 13 Ossie Urban Road

George Industrial, George, 6530

Signature and name of witness

Mel
Martha Nel

Date

17.05.2023

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 Employer appoints the tenderer for:

TENDER: 98/2023: CONSTRUCTION OF PRINCE ALBERT BOREHOLE PIPELINE AND ASSOCIATED INFRASTRUCTURE

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 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(s)



Name(s)

ANDRICK HENDRIKS

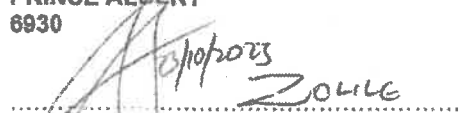
Capacity

MUNICIPAL MANAGER

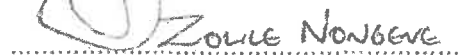
Name and address of organisation):

PRINCE ALBERT LOCAL MUNICIPALITY
PRIVATE BAX X53
33 CHURCH STREET
PRINCE ALBERT
6930

Signature and name


Zoule

of witness


Zoule Nongwe

Date

23/10/2023

Confirmation of Receipt

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

the²⁵.....(day)

of^{April}..... (month) 20²⁴. (year)

at ^{George}.....(place)

For the **Contractor**

.....
Signature
^{Daniel Sarel van Blerk}
Name
^{Managing Member}
Capacity

Signature and the name of witness

.....
Signature
^{Martha Nel}
Name

C1.2 Contract Data

Part 1: Data provided by the Employer

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

CONTRACT SPECIFIC DATA

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

Clause	Data
1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations, if applicable.
1.1.1.13:	The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
1.1.1.14:	The time for achieving Practical Completion as set out in the Scope of Work is 16 weeks , inclusive of non-working days but exclusive of special non-working days (Clause 5.8.1): - (inclusive of the period referred to in Clause 5.3.2 below)
1.1.1.15:	The name of the Employer is: PRINCE ALBERT LOCAL MUNICIPALITY represented by the MUNICIPAL MANAGER and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16:	The name of the Employer's Agent is: SMEC South Africa (Pty) Ltd or their successors duly appointed by the Employer
1.1.1.17	Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
1.1.1.20:	The acceptance of the "Form of Offer" from the recommended tenderer may be subject to an agreed reduction in work items to suit the Employers budget.
1.1.1.26:	The Pricing Strategy is a Bill of Quantities (re-measurable) .
1.2.1.2:	The address of the Employer is: Address (physical): Municipal Manager, 33 Church Street PRINCE ALBERT 6930 Address (postal): Private Bag X53 PRINCE ALBERT 6930 Telephone: 023 541 1320 e-mail: ashlev@pamun.gov.za
1.2.1.2:	The address of the Employer's Agent is: Barry Bartlett Physical address: 13 Progress Street George 6530 Postal address: PO Box 10633 George 6529 E-mail address: barry.bartlett@smec.com
3.2.3:	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Clause 3.3.1 Nomination of Employer's Agent's Representative 2. Clause 3.3.4 Employer's Agent's authority to delegate 3. Clause 5.8.1 Non-working times 4. Clause 5.11.2 Suspension of the Works 5. Clause 5.12.4 Acceleration instead of an extension of time 6. Clause 6.3.2 Orders for variations to be in writing 7. Clause 10.1.5 Contractor's claim

Clause	Data
5.3.1:	<p>The documentation required before commencement with Works execution is:</p> <ol style="list-style-type: none"> (1) Health and Safety Plan (Refer to Clause 4.3) (2) Initial programme (Refer to Clause 5.6) including cash flow (3) Security (Refer to Clause 6.2) (4) Insurance (Refer to Clause 8.6) (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document) (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (7) Traffic Accommodation plan and access to the residence.
5.3.2:	The time to submit the documentation required before commencement with Works execution is 14 days .
5.4.2:	The access and possession of the site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1:	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> (1) All gazetted public holidays falling outside the year-end break. (2) The year-end break as determined by the South African Federation of Civil Engineering Contractors.
5.12.2.2:	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 2 days per month. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>
5.13.1:	The penalty for failing to complete each portion, as set out in the Scope of Works, is R2000 per calendar day
5.14.1	<p><u>The requirements for achieving Practical Completion are:</u></p> <p>As indicated in the scope of works under the item extent of the works, the work must be completed in such a manner that the sidewalk can be used by the public and the kerbing with associated stormwater is completed.</p>
5.16.3:	The latent defects period is 10 years
6.2.4	<p>Advance Payment Guarantee:</p> <p>"Add the following as Clause 6.2.4:</p> <p>6.2.4 The Employer may at its discretion make an advance payment to the Contractor in an amount equal to 10 % of the Contract Sum, as an interest free loan for mobilisation, provided that:</p> <p>6.2.4.1 The Contractor shall submit a guarantee from a recognised financial institution, in accordance with the pro forma Advance Payment Guarantee, in an amount equal to the amount of the advance payment.</p> <p>6.2.4.2 The financial institution shall be subject to the approval of the Employer's Agent.</p> <p>6.2.4.3 The Contractor shall deliver to the Employer's Agent a statement for payment for the advance payment in terms of Clause 6. 10. 1.3.</p> <p>6.2.4.4 The advance payment shall be repaid through 10% deductions in payment certificates (excluding the advance payment and deductions and repayments of retention moneys), commencing when the total of interim payment exceeds 10% of the Contract Sum, until such time that the advance payment has been repaid.</p> <p>The Contractor shall ensure that the Advance Payment Guarantee remains valid and enforceable until the advance payment has been repaid if the advance payment has not been repaid by the date 28 days prior to the expiry date of the Advance Payment Guarantee, the Contractor shall extend the validity of the Advance Payment Guarantee until such time that the advance payment has been repaid "</p>
6.5.1.2.3:	The percentage allowance to cover overhead charges is 10%
6.8.2	The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the contract.

Clause	Data
	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
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.8.4	Notwithstanding the above, in the event that a public holiday is proclaimed within 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% . The percentage advance on Plant not yet supplied to Site is 80% .
6.10.3:	The limit of retention money is 5% of the Contract Price, including allowances for contingencies. A guarantee in lieu of retention is permitted.
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil) .
8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000.00 .
8.6.1.2:	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required .
8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.4:	The Contractor shall affect and maintain ground support insurance as set out in the Scope of Works.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.3:	The number of ad-hoc Adjudication Board Members to be appointed is 1(one) .
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.
11	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

Part 2: Data provided by the Contractor

Clause	Data						
1.1.1.9:	The name of the Contractor is <u>Phambili Civils</u>						
1.2.1.2:	<p>The address of the Contractor is</p> <p>Address (physical) <u>No 13 Ossie Urban Road</u> <u>George Industrial</u> <u>George 6530</u></p> <p>Address (postal) <u>PO Box 3257</u> <u>George Industrial Area</u> <u>George 6536</u></p> <p>Telephone: <u>044 874 6341</u></p> <p>email: <u>nvb@phambilicivil.co.za</u></p>						
1.2.1.2:	<p>The address of nearest local office of the Contractor is</p> <p>Address (physical) <u>No 13 Ossie Urban Road</u> <u>George Industrial</u> <u>George 6530</u></p> <p>Address (postal) <u>PO Box 3257</u> <u>George Industrial</u> <u>George 6536</u></p> <p>Telephone: <u>044 874 6341</u></p> <p>email: <u>nvb@phambilicivil.co.za</u></p>						
6.2.1:	<p>The security to be provided by the Contractor shall be the following:</p> <table border="1"> <thead> <tr> <th>Type of security</th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Performance guarantee of 7.5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.</td> <td></td> </tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 7.5% of the value of the Works.</td> <td></td> </tr> </tbody> </table> <p>The performance guarantee shall contain the exact wording of the document included in C1.3.</p>	Type of security	Contractor's choice. Indicate "Yes" or "No"	Performance guarantee of 7.5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.		Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 7.5% of the value of the Works.	
Type of security	Contractor's choice. Indicate "Yes" or "No"						
Performance guarantee of 7.5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.							
Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 7.5% of the value of the Works.							

Signed  Date 19.05.2023

Name Daniel Sarel van Blerk Position Managing Member

Tenderer Phambili Civils