

Note to the PMU Manager:

- Please use this as a pro-forma (example) of a typical Tender Document which the PMU may use to invite tender for MIG labour intensive constructive works. Use this as an EXAMPLE only and amend or correct to meet your specific requirements.
- For additional support or assistance, call your provincial PPMU or the national dplg office of project management.

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Note: The Tenderer must ensure that the documents he received are complete, as neither the Client nor the Engineer will accept any responsibility for any problem that may occur as a result of incomplete documentation.

CERTIFICATE OF SITE VISIT / BRIEFING SESSION

I hereby certify that I

.....

Representative of (Tenderer)

.....

Of address

.....

visited the Site of Works / attended compulsory briefing session* on (date)

.....

and have ascertained all aspects which may influence the work and the costs thereof. I have also studied the tender documents before visiting the Site of Works.

I certify that I am satisfied with the description of the Works and the explanations (if any) given to me by the engineer. I am also familiar with the manner in which the Work is set out and specified, as well as the way the Work must be carried out under the Tender.

Signed by Tenderer

Signed by Engineer or Attending Municipal Representative

** delete whichever not applicable*

INSTRUCTIONS TO TENDERERS

1. The Procurement Forms (PN) / Tender Application are drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department advertising this tender. Additional offers made in any other manner may be disregarded.
3. Should the forms not be filled in by means of mechanical devices (for example typewriters), ink (preferably black) must be used to complete the forms.
4. Tenderers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms shall be completed, signed and submitted with the tender, together with an original Tax Clearance Certificate, as requested in Annexure N (Vendor Information) and Annexure D (Tax Clearance – Application Form).
6. A separate form (Schedule of Quantities per item) shall be completed in respect of each item tendered for.
7. Firm delivery periods and prices are preferred. Consequently tenderers shall clearly state whether delivery periods and prices will remain firm or not for the duration of this contract which may result from this tender.
8. If non-firm prices are offered tenderers must ensure that separate schedule (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered.
9. Where items are specified in detail, the specifications form an integral part of the tender document (see tender and the attached specification) and tenderers shall indicate in the space provided whether the items offered are to specification or not.
10. In respect of the paragraphs where the items offered are strictly to specification, tenderers shall insert the words “as specified.”
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated on the schedule.
12. In instance where the tenderer is not the manufacturer of the items offered, the tenderer must submit a letter from the relevant supplier or manufacturer on the specifications and supply.

13. The offered prices shall be given in the units shown in the tender and the attached specification.
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where tenders are submitted for imported goods, foreign currency information must be supplied.
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the tenderer and must be included in the tender price.
16. Delivery basis:
 - a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified in the tender.
17. Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
18. Failure on the part of the tenderer to sign any of the forms and thus to acknowledge and accept the conditions in writing or to complete the attached forms, Preference Claim Forms, questionnaires and specifications in all respects, may invalidate the tender.
19. Tenders should preferably not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements as set out in the tender, may invalidate the tender,
20. In case of samples being called for together with the tender the successful tenderer may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless xxx Local Municipality decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful tenderer was requested to do so. Mass production may commence only after both xxx Local Municipality and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections, tests at the first attempt, the costs associated with the inspections / tests will be for the account of xxx Local Municipality. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful tenderer and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.

22. In case of samples being called for together with the bid in this regard, the samples must be submitted together with the tender before the closing time and date of the tender, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the tender may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more vendors.
24. In cases where the relevant Directorate advertising this tender may deem it necessary, a formal contract will be entered into with the successful tenderer, and / or a Letter of Acceptance and / or purchase order will be issued.
25. If any of the conditions on the tender forms are in conflict with any special conditions, stipulations or provisions incorporated in the tender invitation, such special conditions or provisions shall apply.
26. Each tender must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
- NAME AND ADDRESS OF TENDERER;
 - THE TENDER NUMBER; AND
 - THE CLOSING DATE.

The tender must be addressed and EITHER BE –

- posted to the MUNICIPALITY to reach the destination not later than the closing time and date;
- OR
- deposited in the tender box of the xxx Municipality before the closing time and date.
27. The xxx Local Municipality would like to procure local products of a high quality produces through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this tender) – including information on new products, export achievements, new partnerships and successes and milestones.

CONDITIONS OF TENDER

CT.1 GENERAL

- 1.1 This contract is based on labour intensive principles and must include:
- a) The maximum use of local labourers.
 - b) The maximum use of local tradesmen.
 - c) The training of local labourers and tradesman in the execution of the work.
 - d) All local labourers and tradesmen are to be employed through existing community structures and agencies.
 - e) A Community Liaison Officer (CLO) must be appointed from the community
- 1.2 Only key personnel of the contractor will be allowed in the execution of the project where indicated as labour-intensive. The names and qualifications of these personnel are to be stated in **Annexure E**. The Supervisory Staff shall have completed NQF 2, 5 or 7 training courses as indicated for the relevant seniority of supervision, as pre EPWP requirements.
- 1.3 Mechanical means of trench excavations will only be permitted for trenches over 1,5m deep an in not-pickable material (intermediate to hard rock material)

CT.2 TENDER DOCUMENTS

The following documents form part of this tender:

No	CONTENTS
1	This Tender Document in which is bound the Conditions of Tender, General Conditions of Contract, xxx Local Municipality Procurement Policy, Project Specifications, Schedule of Quantities, Form of Tender with Appendix, Form of Agreement and Returnable Schedules - all as listed in the contents.
2	The following publication will constitute The General Conditions of this Contract: “General Conditions of Contract for Construction Works – First Edition [2004]” (GCC 2004) . The abovementioned document can be obtained from the South African Institution of Civil Engineers and/or the South African Federation of Civil Engineering Contractors. This document replaces GCC 1990. This document is not bound in this the tender document and must be obtained from the South African Institution of Civil Engineers Tel (011) 648-1184.
3	Standardised specifications for Civil Engineering Construction SABS 1200 - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001.

4	Standardised specifications for Civil Engineering Construction SANS 1921 :2004 Construction and management requirements for Works Contracts - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001 or www.sabs.co.za
5	Occupational Health and Safety Act No.85 of 1993 , (amended) and any and all regulations with regard to this Act – not bound into this document and obtainable from www.acts.co.za/ohs or Department of Labour at www.labour.gov.za Laboria House, 215 Schoeman Street, Pretoria / Private bag X117, Pretoria, 0001
6	Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled and semi-skilled workers and can be obtained from Department of Labour at www.labour.gov.za Laboria House, 215 Schoeman Street, Pretoria / Private bag X117, Pretoria, 0001
7	A set of reduced drawings for tender purposes and pipe special schedules – bound into this document

Tender Document are obtainable from: **xxx MUNICIPALITY**

xxxxx Office

xxxx Street

Town / City

0000

Tel: 000- 111 1111

on payment of a non-refundable tender deposit of R150-00 to R300-00 made payable to the Local Municipality

CT.3 CLOSING OF TENDERS

Duly completed tenders in sealed envelopes clearly marked:

xxx Local Municipality

Tender No.: xx/xxx

PROJECT DESCRIPTION

must reach: The Tender Box – XXX Floor

xxx Local Municipality

xxx Street

Town /City

not later than:

Day, date, at time **sharp**

CT.4 SITE INSPECTION

A compulsory site inspection will be held on **Day, Date at Time**. Prospective tenderers must meet in the xxx (venue) for a briefing session where after the xxx site will be visited.

CT.5 TENDERS ON OFFICIAL FORMS

Tenders should be submitted on the official forms and should not be qualified by the Tenderers own conditions of tender. Failure to comply with these requirements or to renounce specifically the Tenderers own conditions of tender, where they are incorporated in the Tender, may invalidate or prejudice the Tender.

CT.6 TENDERS MUST BE COMPLETE

The tenderer must supply the required information and complete the Form of Tender and Appendix to the Form of Tender after which it must be signed.

Any tender which is not fully completed will not be considered. The Schedule of Quantities must be fully priced in the currency of the Republic of South Africa, the summary to the Schedule of Quantities must be completed and signed and the Tender amount must be carried forward to the Form of Tender. Should any item in the Schedule of Quantities however be unpriced it will be considered as included in the other priced items.

The complete tender document must be returned – intact.

CT.7 SIGNING OF TENDER

The Form of Tender must be signed by a person duly authorised to do so. A Tender submitted by a Corporation must carry the seal of Corporation and be signed by the Secretary. A tender submitted by a Consortium of Companies must be accompanied by a registered agreement between the companies concerned with regard to the tender under consideration. The above document must include all relevant details of the agreement so that the function of the Consortium can be evaluated.

Tenders are to be made out on the Tender Form which is bound in this document and must not be detached, and the document must be fully priced, correctly extended and totaled in black ink and completed in all respects.

Failure to sign the Tender Form or alternatively to acknowledge and accept in writing the conditions contained therein may invalidate the Tender.

This Tender, duly completed as set out above, together with any covering letters, and accompanied by the required deposit, must be enclosed in a sealed envelope bearing the name and address of the Tenderer, endorsed with the Tender Number and due date. Telegraphic tenders will not be accepted

CT.8 TENDER TO BE ALL INCLUSIVE

The tenderer must allow in the tendered rates for all labour, materials, equipment, temporarily works, arrangements, etc, for the satisfactorily completion of the Works according to the Tender documents. No additional payments will be considered. Should a tenderer wish to deviate from the specifications or

propose different construction materials or methods, he may do so, provided that full details are submitted with the tender. Notice of any deviations or alterations must be given in **Annexure A**.

CT.9 WITHDRAWAL OF TENDER

- (a) The tenderer may withdraw or alter his tender prior to the closing date of the tender.
- (b) No tenderer may withdraw his tender for a period of **90** days after the closing date of tenders.
- (c) Should a tenderer wish to amend or withdraw his tender after the closing date and:
 - 1. He gives notice that he is not in a position to perform in accordance with his tender; or
 - 2. Fails to sign the Tender or to submit the required Bond; or
 - 3. Fails to perform

he will be liable for any additional expenses the employer may incur in calling for new tenders or the difference between his tender and a less advantageous tender, except if the employer considers the circumstances justified and relieves the tenderer of his obligations.

CT.10 REQUEST FOR ADDITIONAL INFORMATION BY EMPLOYER

The original Tender as (if required) amended or corrected in writing will be accepted as the Tenderer's offer. The employer may request additional information from any Tenderer with regard to his Tender. No Tenderer will be allowed to alter the Tender amount stated in his tender. Explanations which do not influence the Tender amount may be accepted by the Employer.

CT.11 CORRECTION OF TENDER BY EMPLOYER

The Employer reserves the right to correct any arithmetical or other errors in the calculation of the Tender amount. The Tenderer will be notified accordingly prior to his tender being accepted. Under no circumstances will the unit rates be adjusted.

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the tenderer will be requested to -

- a) justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently
- b) consider amending and adjusting such rate or rates. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer such refusal may prejudice his Tender.

CT.12 TENDER DOCUMENT CONFIDENTIAL

Any receiver of tender documents whether a Tender is submitted or not must consider the contents of the documents as private and confidential.

CT.13 COST INCURRED BY TENDERER

The Employer is not responsible for any costs or losses incurred by any Tenderer during the preparation

of his Tender or the visit to site for the official site inspection.

CT.14 ACCEPTANCE OF TENDER

The employer reserves the right to accept any Tender or part thereof or to make no award at all. The lowest tender will thus not necessarily be accepted. The employer also reserves the right to award any part of the tender to any Tenderer. No reasons for the acceptance or rejection of a tender will be given.

CT.15 CONDITIONS OF TENDER ARE BINDING

The conditions of Tender are binding to all tenderers whom submit a tender for the provision of services as specified in the Tender Documents.

CT.16 DISQUALIFICATION OF TENDERS

Any Tender of a Tenderer which does not strictly comply with the Conditions of Tender or in any way try to influence the Employer or Engineer will be disqualified.

CT.17 ALTERATIONS / ALTERNATIVE TO TENDER

Should the tenderer wish in any way to deviate from the Specifications he must give indication thereof in Annexure A. Full details of any such deviations must also be stated in Annexure A or in an accompanying letter with full Schedule of Quantities and Design Drawings.

This Tender is to be left intact in its original format and no pages are to be removed and/or rearranged. Should there be inadequate or no space for the Tenderer to enter a particular item, then such information shall be submitted in a covering letter and referred to in Annexure "A" "Alterations by Tenderer".

CT.18 TENDERER MUST BE COMPETENT

Only tenders from competent Tenderers will be considered. The Tenderer must indicate his relevant experience in the schedule (Annexure D) provided.

CT.19 POSTAL AND TELEGRAPHIC TENDERS

Postal and telegraphic tenders will not be accepted.

CT.20 SUB-CONTRACTING

Should it be proposed to subcontract any part of the work covered by the Tender, full details shall be given, including the name of the proposed sub-Contractor.

CT.21 LABOUR INTENSIVE CONSTRUCTION (LIC)

All portions of the work specified as Labour Intensive (LI) must be executed using labour-intensive construction methods. A combination of mechanical and hand labour may be used for excavations in hard and not pickable material and excavations deeper than 1,5m are excluded

from using labour based construction methods. All labour must be recruited from the local district / village / settlement, except for the key personnel of the Contractor required for supervision and training of the local labour. Refer to Project Specifications for more details.

Labour intensive works comprise the activities described in the Labour Intensive Specification SANS 1921:2004. Such works shall be constructed using local workers who are temporarily employed in terms of the scope of works.

CT.22 VALUE ADDED TAX (VAT)

A provisional amount for VAT must be allowed for in the Schedule of Quantities. The amount allowed is fourteen percent of the Tender amount including contingencies. All payment claims must be accompanied by a Tax Certificate in accordance with the requirements of the Income Tax Law.

CT.23 FORM OF BOND

The Tenderer is to state clearly in the Tender form which of the forms of Surety specified, he proposes to submit in the event of his being called upon to take up the Contract, either:

[a] Bank Guarantee

Or

[b] Surety Bond by an approved Insurance Company for 10% of the total accepted value of the Contract including contingencies.

The amount so deposited, or the Suretyship so furnished, shall be held until the completion of the Contract, as security that the Contract shall be implemented and carried out to the fullest extent of its terms by the Contractor.

CT.24 TENDER DATA PERTAINING TO TARGETED PROCUREMENT

This tender will be adjudicated and awarded in terms of the Municipality's Procurement Policy. A portion therefore is included in this document. The complete document can be requested from xxx Local Municipality.

A list of trained local labour is provided with this Tender Document.

GENERAL CONDITIONS OF CONTRACT

The following publication will constitute The General Conditions of this contract:

“GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS – FIRST EDITION [2004]”. (GCC 2004)

The abovementioned documents have been prepared under the auspices of the South African Institution of Civil Engineers and the South African Federation of Civil Engineering Contractors and copies of these documents are obtainable from any of the above bodies. This document replaces GCC 1990.

The Contractor must familiarise himself with the above document and must comply with it for the duration of the Tender.

SPECIAL CONDITIONS OF TENDER

The following definitions and conditions apply to this Tender and the only variations from the General Conditions of Tender are as follows:

**EXAMPLE ONLY –
AMMEND ACCORDING
TO OWN
SPECIFICATIONS**

CLAUSE	DEFINITION, CONDITION, ALTERNATION, ADDITION
1.1	<p>Definitions, Interpretations and General Provisions</p> <p>"Employer" means: xxx Local Municipality</p> <p>"Engineer" means: xxx Engineers</p> <p>"Contractor" means: The Tenderer whose tender has been accepted by xxx Local Municipality</p> <p>"Contract Sum" means the Price tendered by the Contractor and accepted by xxx Local Municipality</p> <p>Add the following:</p> <p>"Targeted Labour" means: Unemployed persons who are employed as local labour on the project. The Contractor shall endeavor to employ 40% women; 20% youth who are between 18 and 35 and 1% people with disabilities.</p>
2.3	<p>Engineer and Engineer's Representative</p> <p>The duties and functions of the Engineer requiring the specific approval of the Employer before execution of any of these duties are as follows:</p> <p>1. Variation in terms of Clause 36.1 and specific the following sub clauses:</p> <p>36.1.1</p> <p>36.1.2</p> <p>36.1.3</p>
7.1	<p>Basis of Contract</p> <p>Suretyship / Guarantee</p> <p>Add the following to the Clause:</p> <p>"The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfillment of the contract, should the Subsidiary Company be unable to do so."</p>

13.1	<p>Commencement of Work</p> <p>Add to the Clause as follows:</p> <p>“Copies of the specifications and the General Conditions of Contract 2004 shall be obtained by the Contractor at his own cost.”</p> <p>On the commencement day the Engineer shall deliver to the contractor 3 copies of the drawings. A copy of the signed contract document will be prepared after signing of the contract.</p>
14.4	<p>Contractor's Obligations</p> <p>Add to the clause:</p> <p>“All costs in complying with the provisions of Clause 14 shall be allowed for in the rates tendered”</p>
21.1	<p>Contractors Employees</p> <p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not pickable material must be done utilizing labour based construction methods.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.</p> <p>Add the following to the clause</p> <p>“The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in am manner that does not compromise worker health and safety.</p> <p>The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take reasonable steps to ensure that nominated labour is provided with two days formal training for every 30 days worked.</p> <p>Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.”</p>
22.2	<p>Contractor's Superintendence</p> <p>Add the following additional Clause 22.2</p> <p>“The Tenderer is to fill in the names of the site agent and foreman in the space provided in Annexure E.”</p>

	Variations
36 37	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
	Daywork
37.2	All daywork must be approved in writing by the Engineer prior to execution in order to be considered for payment.
	Progress and Time for Completion
42.3.2	<p>Abnormal rainfall</p> <p>No extension of the completion time will be granted in respect of normal rainfall. Extension will only be given in respect of abnormal rainfall or abnormally wet conditions in accordance with the formula set out hereunder:</p> <p>In the event of an extension being granted in accordance with the formula no additional payment will be granted in respect of the "time related" items scheduled in Section - Preliminary and General of the Schedule of Quantities nor for any other costs incurred.</p>
	Extension of time for completion: Rainfall
42.3.2	$V = (Nw - Nn) R_w / R_n \text{ if } Nw \text{ is greater than } Nn$ <p>V = Extension of time in calendar days in respect of any particular month.</p> <p>Nw = Actual number of days during the corresponding month during which precipitation exceeds 10mm.</p> <p>Nn = Average number of days during corresponding month during which precipitation exceeded 10mm.</p> <p>Rw = Actual rainfall recorded during the corresponding calendar month.</p> <p>Rn = Average rainfall recorded during the corresponding calendar month.</p> <p>Calculations will be done separately for each month.</p> <p>Calculations for part of a month are carried out using pro-rata figures for Nn and Rn.</p> <p>If R_w / R_n is greater than 2,5 its value shall be taken as 2.5.</p> <p>If in any month Nw is smaller than Nn, no extension of time will be granted for that month.</p>

44	Schedule of Quantities – Estimated quantities
	<p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p> <p>Add to the clause: “An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</p>
48	Claims procedure
	A strict interpretation is given to the time limits and procedures given in these clauses and any claim which does not strictly comply with these requirements will not be considered.
51.1	Completion, Approval Certificates and Defects Liability Period
	<p>Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.”</p>
58.	Settling of disputes
	The employer reserves the right to direct any dispute arising from the TENDER directly to the appropriate court.

TABLE 1 : EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

(The Engineer reserves the right to update Table 1 with the latest data from the Weather Bureau from a weather station close to the Site of Works)

Month	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)
January	4	111.3
February	4	122.9
March	3	70.8
April	1	28.3
May	1	23.4
June	0	5.6
July	0	0.2
August	0	2.1
September	1	18.5
October	2	48.7
November	3	100.98
December	5	122.10
Total	24 days	654.9 mm

**EXAMPLE – USE
RAINFALL FOR YOUR
PARTICULAR AREA**

COMPLIANCE WITH HEALTH & SAFETY REGULATIONS 2003
HEALTH & SAFETY SPECIFICATION
PRINCIPAL CONTRACTORS (PC)

1. The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as “the Act”, that the contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:
 - a) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
 - b) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
 - c) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer’s consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
 - d) The contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
2. The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day’s work.
3. Work should not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager conduct meetings with all their staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.

8. New personnel shall attend safety induction courses under the supervision of the H&S manager.
9. The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. And adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The PC shall see that work is only executed by people trained for the particular task.
12. All safety equipment shall be SABS approved and under no circumstances shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers shall be attending safety courses on a regularly basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behavior by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task, which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to regular rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security-restricted areas, the PC will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.

25. In the event of chemicals being present on site, the PC will allow for adequate shower facilities on site.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager immediately, or to the designer.
27. Unauthorized or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The PC shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5° Celsius. Should the designer and the PC decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the PC to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.

- 42. All scaffolding will comply with the H&S regulations.
- 43. Blasting will be done by specialists under the regulations of the Explosives Act.
- 44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
- 45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
- 46. Fuel storage will only be allowed on certified areas on site.
- 47. Workers and other personnel will be trained for fire procedures and will practice such fire drill on a regular basis.
- 48. Assembly areas for emergency evacuations will be indicated by adequate signage.
- 49. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
- 50. All transport supplied by the PC shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
- 51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any vehicles that do not comply to the PC.
- 52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
- 53. Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigate. Copy of such procedure shall be entered into the H&S file.
- 54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
- 55. All vehicles operating on site shall have audible warning signals if driven backwards.
- 56. No vehicle shall be kept on site if it is leaking oil or other substances.
- 57. No vehicle shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
- 58. Equipment producing serious dusty conditions shall only be operated under the supervision of the PC and the H&S manager with the necessary protection to workers.
- 59. All excavations on site shall be adequately protected and not only indicated.

60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority. Positions of services identified shall then be verified by opening by hand, not by machine.

Particular care shall be taken not to damage these services. Electrical services are inherently dangerous and shall be opened by skilled people only. These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders of stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
- Non smoking areas on site
 - Safety exits / Emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Fire fighting equipment
 - Workmen busy with equipment
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed
 - First aid room

66. Members of the public visiting the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the PC is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.

69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
70. Separate Payment items are measured in Section C of the Schedule of Quantities to ensure the strict adherence to minimum implementation requirements.

Note: Significant changes have been made to the OSH Act and the Contractor must familiarize himself with the changes and preferably obtain a copy of the Act from the Department of Labour

RETURNABLE SCHEDULES
TO BE COMPLETED ON TENDERING

The following Annexures must be completed in full during tendering. Incomplete forms may lead to disqualification of a tender.

Annexure	Description	Page no
<u>Annexures on Tendering</u>		
Annexure A	Alterations by Tenderer	
Annexure B	Contractor's Details	
Annexure C	Authority to Sign	
Annexure D	Schedule of Similar Work Completed	
Annexure E	Schedule of Contractor's Staff	
Annexure F	Tax Certificate	
Annexure G	Daywork Schedule	
Annexure H	Schedule of Plant	
Annexure I	Schedule of Labour	
Annexure J	Declaration of Interest	

ANNEXURE A : ALTERATIONS/QUALIFICATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General Conditions of Contract, the Special Conditions of contract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM

TENDERER

DATE

ANNEXURE B : CONTRACTOR’S DETAILS

The validity of the information supplied in this document will be verified before the contract is awarded to the selected Contractor

The Contractor **must** supply the following information.

Registered Company Name	
Company Registration Number	
Contact Person	
Tel Number	
Fax Number	
Email Address	
Physical Address	
Postal Code	
Postal Address	
Postal Code	
VAT Number	
CIDB Registration No.	
CIDB Grading	
Bank Name	
Bank Account Number	
Bank Branch	
Bank Branch Code	

ANNEXURE C : AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the Form of Tender on behalf of _____
_____ by virtue of the Articles of Association/Resolution
of the Board of Directors* taken on _____ 20 ____ and attached herewith.

SIGNATURE: _____

NAME: _____

DATE: _____

WITNESSES:

1. _____

2. _____

**Delete whichever is inapplicable or complete as indicated if none is applicable.*

ANNEXURE D : SCHEDULE OF SIMILAR WORK COMPLETED BY TENDERER

The Tenderer must insert in the space provided below, a list of projects completed by in the past five (5) years by his firm. Should no details be entered it will be assumed that the Tender has been submitted by an inexperienced Tenderer.

CLIENT	CONTACT PERSON & TELEPHONE NUMBER	NATURE OF CONTRACT	VALUE OF CONTRACT	YEAR COMPLETED

SIGNED ON BEHALF OF TENDERER

DATE

ANNEXURE E : SCHEDULE OF CONTRACTOR'S STAFF ASSIGNED TO PROJECT

According to the requirements of the Project Specifications contained in this Tender, the tenderer must indicate details of staff together with their qualifications he intends using should he be awarded this Contract:-

NAME	JOB TITLE	EXPERIENCE AND QUALIFICATIONS

Specify the name, qualifications and experience of the Contract Manager.

_____(Name)

_____(Qualifications)

_____(Experience)

SIGNED ON BEHALF OF TENDERER

DATE

ANNEXURE F : DECLARATION OF GOOD STANDING REGARDING INCOME TAX

The validity of this document will be verified with the relevant office of the South African Revenue Service before the contract is awarded to the selected Contractor

SOUTH AFRICAN REVENUE SERVICE

PARTICULARS														
Tender No:								Closing Date:						
1. Name of Tax Payer/Contractor:														
2. Trade Name:														
3. ID Number														
4. Company/CC Reg. No														
5. Income Tax Ref. No														
6. VAT Reg. No														
DECLARATION														
<p>It is hereby declared that the Income Tax and VAT obligations of the abovementioned, which includes the rendition of returns and payment of the relevant taxes:</p> <ol style="list-style-type: none"> 1. have been satisfied in terms of the relevant Acts; or 2. that suitable arrangements have been made with the South African Revenue Services in this regard 														
<div style="border-top: 1px dashed black; height: 40px; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Signature Capacity </div>												SARS Date Stamp		

Attached original Tax Clearance Certificate to this page

ANNEXURE G : DAYWORK SCHEDULE

The Tenderer must enter a rate which will be applicable to all daywork executed by him. This rate must cover all overheads, profit, administration, insurance, supervision, etc, as well as any equipment which may be required.

Daywork may only be done after the written approval has been obtained from the Engineer as no payment will be considered should the approval not be obtained.

WORKER	RATE PER HOUR
LABOUR	
Foreman	_____
Charge Hand	_____
Skilled Artesian	_____
Unskilled Artesian	_____
Semi-skilled Worker	_____
Worker	_____
PLANT (Tenderer to specify)	PLANT
.....
.....
.....
.....

TENDERER

DATE

ANNEXURE H: LIST OF PLANT

The Tenderer must indicate below what plant he has readily available, is on order and will be available for use on the Works and plant that will be hired or purchased should his Tender be accepted.

DESCRIPTION SIZE AND CAPACITY	QUANTITY
(a) AVAILABLE	
(b) ON ORDER	
(c) TO BE PURCHASED OR HIRED	

TENDERER

DATE

ANNEXURE I : SCHEDULE OF LABOUR

WEEK	NUMBER OF LABOURERS EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURERS EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURERS EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURERS EMPLOYED DURING WEEK
1		14		27		40	
2		15		28		41	
3		16		29		42	
4		17		30		43	
5		18		31		44	
6		19		32		45	
7		20		33		46	
8		21		34		47	
9		22		35		48	
10		23		36		49	
11		24		37		50	
12		25		38		51	
13		26		39		52	
TOTAL MAN- WEEKS		TOTAL MAN- WEEKS		TOTAL MAN- WEEKS		TOTAL MAN- WEEKS	

Total man-months = $\frac{\text{man-weeks}}{4}$ =

TENDERER

DATE

ANNEXURE J : DECLARATION OF INTEREST

Any legal person, including persons employed by the, or persons who act on behalf of the Municipality or persons having a kinship with persons employed by the Municipality, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the Municipality, or to persons who act on behalf of the Municipality, or to persons connected with or related to them, it is required that the tenderer or his authorised representative shall declare his position vis-à-vis the adjudicating authority and/or take an oath declaring his interest, where –

- the tenderer is employed by the Municipality or acts on behalf of the Municipality; and/or
- the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s) or where it is known that such a relationship exists between the person or persons for or on who's behalf the declaring acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

Are you or any person connected with the tenderer, employed by the Municipality?

* YES/NO

If so, state particulars.

Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the Municipality concerned or with the adjudicating authority or its administration and who may be involved with the evaluation or adjudication of this tender?

*YES/NO If so, state particulars.

Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the department concerned, Municipality adjudicating authority or its administration, who may be involved with the evaluation or adjudication of this tender?

*YES/NO If so. state particulars

SIGNATURE OF DECLARANT

DATE

** Delete whichever is not applicable.*

AGREEMENT AND SURETY BONDS

These following Annexures must be completed on award of the tender

The forms of agreement and surety bonds shall be in accordance with the forms bound in this section of the document.

The following forms are included:

PAGE

Agreement

Deed of Suretyship

Bond for material on site

Bond for material not on site

Ownership of materials

AGREEMENT

Contract No. _____

THIS AGREEMENT made between

_____ of _____

(hereinafter referred to as "the Employer") of the one part

and

_____ of _____

(hereinafter referred to as "the Contractor") of the other part

WHEREAS the Employer is desirous that certain Services to be undertaken, viz _____
_____ and has accepted a Tender by the Contractor for
providing the service, completion and defects correction of such Works.

NOW THIS AGREEMENT WITNESSES that:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The said Tender and Appendix;
 - b) The General and Special Conditions of Contract;
 - c) The Specifications;
 - d) The priced Schedule of Quantities;
 - e) The Schedule of Rates and Prices*;
 - f) The Drawings;
 - g) The Letter of Acceptance;
 - h) Other (stipulate) _____
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor undertakes to the Employer to provide the service, complete and remedy any defects in the Works in conformity in all respects with the provisions of the Contract.

4. The Employer hereby undertakes to pay to the Contractor in consideration of the service, completion and defects correction of the Works the Contract Price at the times and in the manner prescribed by the Contract.

Signed in the presence of the subscribing witnesses:

AT _____ for and on behalf of the **EMPLOYER**

on this _____ day of _____ 20____

AS WITNESSES:

1. _____ Signature _____

2. _____ Capacity _____

AT _____ for and on behalf of the **CONTRACTOR**

on this _____ day of _____ 20____

AS WITNESSES:

1. _____ Signature _____

2. _____ Capacity _____

** Delete if not applicable*

NOTE: The Agreement form must carry a Revenue Stamp

DEED OF SURETYSHIP**CONTRACT NO:** _____**WHEREAS** _____

(hereinafter referred to as "**the Employer**") entered into, on the _____ day
of _____, a Contract with _____

(hereinafter called "**the Contractor**") for _____
at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS _____
has/have at the respect of the Contractor, agreed to give such security;

NOW THEREFORE WE, _____
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion 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 authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor
3. 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.
4. Our total liability hereunder shall not exceed the sum of _____
_____ (R_____).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

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

AS WITNESSES:

1.	_____	Signature	:	_____
2.	_____	Duly authorised to sign on behalf of	:	_____
		Address	:	_____

BOND FOR MATERIAL ON SITE

CONTRACT NO : _____

EMPLOYER : _____

CONTRACTOR : _____

DESCRIPTION OF CONTRACT : _____

I/We, the undersigned, _____ **(Bank or Insurance Company)**
do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages, and expenses that may be suffered or incurred by the Employer as a result of payment for material on site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

_____ (R_____) and will
lapse on the issue of the completion certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF _____ **(Surety)**

AT _____ on this _____ day of _____ 20_____.

CAPACITY

FULL ADDRESS : _____

AS WITNESSES :

1. _____

2. _____

**Delete whichever is inapplicable*

BOND FOR MATERIAL NOT ON SITE

CONTRACT NO : _____

EMPLOYER : _____

CONTRACTOR : _____

DESCRIPTION OF CONTRACT : _____

I/We, the undersigned, _____ (Bank or Insurance Company) do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of payment for material prior to delivery on site, renouncing all benefits from legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

_____ (R_____) and will lapse on the issue of the completion certificate in terms of the contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF _____ **(Surety)**

AT _____ on this _____ day of _____ 20____.

CAPACITY

FULL ADDRESS : _____

AS WITNESSES :

1. _____

2. _____

** Delete whichever is not applicable*

OWNERSHIP OF MATERIALS

CONTRACT NO : _____

EMPLOYER : _____

CONTRACTOR : _____

DESCRIPTION OF CONTRACT : _____

In order to facilitate payment for material on site in terms of clause 37.1 of the general conditions of contract, it is hereby confirmed that, although materials may have been supplied on credit to the above named Contractor, ownership of such materials, when delivered will vest with the Contractor.

In the event therefore of such materials being delivered on site or any authorised extended site, ownership thereof will then vest with the Employer in terms of clause 35.1 of the said general conditions of contract.

SIGNED ON BEHALF OF _____ **(Supplier)**

AT _____ on this _____ day of _____ 20_____.

CAPACITY

FULL ADDRESS : _____

AS WITNESSES :

1. _____

2. _____

SIGNATURE

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form.