



THULAMELA MUNICIPALITY

ERRATUM No.1

CONSTRUCTION OF THOHOYANDOU LANDFILL CELL

Thulamela Local Municipality is hereby issuing an erratum for an advertisement which was posted on Thulamela notice board and website dated 19 July 2023, with reference to:

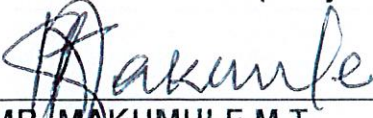
BID No. 07/2023/2024: CONSTRUCTION OF THOHOYANDOU LANDFILL CELL

Thulamela Local Municipality would like to inform prospective bidders that there is additional information to the Bid and bidders should include this information in their Bid documents.

Due to the additional information to the Bid, the closing date for the above-mentioned Bid No. 07/2023/2024 will be 29th of August 2023 at 11h00.

The prospective bidders who have already submitted their documents with reference to this BID are advised to come and pick them up so that they can also consider the information on this erratum. The contact details for those who will want to pick their documents are as per the advertisement.

Thulamela Municipality kindly regret any inconvenience caused.


MR. MAKUMULE M.T.
MUNICIPAL MANAGER

15. 08. 2023
DATE

THULAMELA MUNICIPALITY
THOHOYANDOU CIVIC CENTRE
OLD AGRIVEN BUILDING
THOHOYANDOU
0950

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

C5: EPWP GUIDELINES

C6: DRAWINGS

THULAMELA LOCAL MUNICIPALITY

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CONSTRUCTION OF THOYOHANDOU LANDFILL CELL: CONTRACT 07/2023/2024

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: CONSTRUCTION OF THOYOHANDOU LANDFILL CELL- CONTRACT NO. **07/2023/2024**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

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 1 to 4 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 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. 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 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.

Signature Date

Name

Capacity

**for the
Employer**

Thulamela Local Municipality
P.O Box X5066
Thohoyandou
0950
Limpopo Province

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, 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.

THULAMELA LOCAL MUNICIPALITY

CONSTRUCTION OF THOHOYANDOU LANDFILL CELL CONTRACT NO. 07/2023/2024

C1.2 Contract Data

Section 1.01 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

THULAMELA LOCAL MUNICIPALITY

CONSTRUCTION OF THOHoyANDOU LANDFILL CELL CONTRACT NO. 07/2023/2024

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

APPENDIX A: TRANSFER OF RIGHTS

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

SAICE

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

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The variations to the General Conditions of Contract are:

4.4.4 For conditions regarding selection of **LOCAL EMERGING SUB-CONTRACTORS** (LES Work), see additional clauses below.

9.2.1.3.7 Replace sub-clause with:

The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

The additional clauses to the General Conditions of Contract are:

Local Emerging Sub-Contractors

The Contractor shall promptly, and in any event within a reasonable time after the Commencement Date, sub-contract a portion of the Works to the value of ten (10) per cent of the work specified in the Schedule of Works (excluding preliminary and general costs) ("the LES

Work”) to one or more of the local emerging sub-contractors notified by the Employer to the Contract (“the Local Emerging Sub-Contractors”), in strict accordance with, and subject to, the requirements set out in Paragraphs (i) to (x) of this Clause, as follows:

- (i) The Contractor shall select the Local Emerging Sub-Contractor(s) to whom he is to sub-contract the LES Work by means of a competitive bidding process conducted strictly in accordance with the CIDB Standard for Uniformity in Construction Procurement and Best Practice Guidelines January 2009, and in doing so shall exercise all reasonable endeavours to ensure as inclusive and equal a distribution of the LES Work as shall be practicable amongst all the Local Emerging Sub-Contractors, taking into account price, competency and capacity only.
- (ii) The Contractor shall, without reference to the Employer, taking into account only the competencies and capacity of each Local Emerging Sub-Contractor, be free to identify those components of the LES Work that he shall allocate to each Local Emerging Sub-Contractor.
- (iii) Subject to paragraphs (iv) and (vii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause, the Engineer may either a) apply a penalty equal to 10% of the value of the shortfall, or b) make a determination regarding the setting aside of the LES Work so as to prevent the shortfall.
- (iv) Subject to paragraph (vii) of this clause, and notwithstanding paragraph (iii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause by reason of his inability to reach agreement on price with one or more of the Local Emerging Sub-Contractor(s), the Engineer may, in his absolute discretion, advise the Employer to allow an increase in the Contractor's rates to so as to facilitate successful price negotiation. In the event that the Employer refuses to authorise an increase to the Contractor's rates or, in the event that the authorised increase in rates fails to facilitate successful negotiation between the Contractor and the relevant Local Emerging Sub-Contractor(s), the Contractor shall be relieved of his obligation to sub-contract the relevant portion of LES Work, always subject to paragraph (vii) of this clause.
- (v) The rates to be applied by the Contractor in the sub-contracts with the Local Emerging Sub-Contractors for the LES Work shall at all times be based strictly on the rates applicable to the Contractor under the Contract, save for any adjustments allowed in terms of paragraph (iv) above.
- (vi) The Contractor shall apply the same rates to each Local Emerging Sub-Contractor in respect of each component of the LES Work, such that, in the event that more than one Local Emerging Sub-Contractor is successfully selected for a single component of the LES Work, the same rates shall apply to each of the selected Local Emerging Sub-Contractors in respect of the said single component.
- (vii) The Contractor shall not be under any obligation to employ a Local Emerging Sub-Contractor against whom the Contractor raises reasonable objection by written notice to the Engineer as soon as practicable, with supporting particulars in writing. In the event of failure on the part of the Contractor to prove reasonable objection to the satisfaction of the Engineer, the Engineer's determination shall be final and binding.
- (viii) The Contractor shall be entitled to include within the Contract Price a maximum management fee of 10% in excess of the rates paid to the Local Emerging Sub-Contractors.
- (ix) When tendering the Contractor shall have exercised all reasonable care not to distort any rates in such a way as to hinder or preclude his obligations under this clause, and, in the event that the Engineer determines the setting aside of the LES Work in terms of

paragraph (iii) above, the Contractor shall be prevented from arguing that such LES Work is reserved not to be subcontracted.

- (x) The Contractor shall submit a priced copy of the final agreed version of each proposed sub-contract with a Local Emerging Sub-Contractor ("the Final Draft LES Sub-Contract") to the Employer prior to the execution of such sub-contract. In the event that the Employer, in consultation with the Engineer, deems the price or any other term of any Final Draft LES Sub-Contract to be unduly onerous or unfair to the Local Emerging Sub-Contractor concerned, the Contractor shall modify the price and/or terms in accordance with the Engineer's reasonable instructions.

In sub-contracting the LES Work, the Contractor shall be responsible for performing the LES Work as if he had not sub-contracted. The Contractor shall be liable for the acts and omissions of the employees, sub-contractors and agents of the Local Emerging Sub-Contractors as if they were his own employees, sub-contractors and agents.

APPENDIX A: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:

for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.1.15: **Name of Employer: THULAMELA LOCAL MUNICIPALITY**

Clause 1.2.1.2: **Address of Employer:**

Physical:

Postal:

Thulamela Civic Centre
Old Agriven Building
Thohoyandou
0950

Thulamela Local Municipality
P.O Box X5066
Thohoyandou
0950

E-Mail: MadiMS@thulamela.gov.za

Telephone No: 015 962 7609 015 962 7629

Clause 1.1.1.16: **Name of Employer's Agent: Uranus Consulting Engineers**

Clause 1.1.1.17: **Name of Employer's Agent's representative: Francis Ziba, Pr. Tech. Eng**

Clause 1.2.1.2: **Address of Employer's Agent:**

Physical:

Postal:

18B Park Street
Tzaneen
0850

P.O. BOX 49
Tzaneen
0850

E-Mail: info@uranusconsulting.co.za

Telephone No: (015) 307 6139

Clause 5.8.1: Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the

construction industry year end break.

The year end break commences on the first working day after **17 December 2023 and ends on 5 January 2024**

Clause 3.2.3: The Engineer is required to obtain the specific approval of the Employer for the following: The Engineer requires the Municipality's approval in order to authorise any expenditure in excess of the Tender Sum

Clause 6.2.1: The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor *in writing* that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer.

REFERENCE

CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 6.2.1: The Liability of the Guarantee shall be for 10% of Accepted Tender Sum.

Clause 5.3.1: The contractor shall commence executing the work within 14 days of the Commencement date.

Clause 5.6.1: The Contractor shall deliver his programme of work within 14 days of the Commencement date.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 300 000.00

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance is R 5 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.

Clause 6.5.1.2.3: The percentage allowance to cover overhead charges is 15%

Clause 5.14.1: The Works shall be completed within 6 months including special non-working days and the year end break.

Clause 5.13.1: The penalty for failing to complete the works is 0.05% of the Total Tender Sum per Calendar Day

Clause 6.8.2 The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

$$\text{Contract Price Adjustment Factor} = (1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

rounded off to the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:

Value of x is 0.10

a = 0.20 b = 0.35 c = 0.35 d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Giyani Area" In Release P 0141.1 Table 21

The base month is: **July 2023** "the month prior to the closing of the Tender"

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are allowed
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is: 80%
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10% excluding contract price adjustment, contingencies and VAT of which 5% (50% of the retained amount) will be returned when the Certificate of Completion is issued
Clause 7.8.1:	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
Clause 10.3.2:	Dispute Resolution shall be by amicable settlement and then Adjudication.
Clause 10.5:	1. The Adjudicator shall be reimbursed at the hourly rate of R850.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling. 2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal advice or technical advice obtained in accordance with the Procedure 3. The Adjudicator shall be paid an appointment fee of R 12 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties. 4. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice. 5. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

C1.2.2: CONTRACT DATA

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.1.9: **Name** **of** **Contractor:**

.....

Clause 1.2.1.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No: Fax No:

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the **31st July 2023**.

TABLE: SM1

Special Materials	Unit*	Rate or Price for the base month
Concrete UPGRADING Blocks		
Concrete		
Steel Reinforcing		
Precast 600mm DIA culvert rings		

* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer:

Clause 4.4.4: **Selection of Sub-Contractors**

The Tenderer shall list below the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors or Suppliers. Should any of or all of the specialist Subcontractors or Suppliers not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor or Supplier not listed below being approved by the Employer.

SCHEDULE OF SPECIALIST SUB-CONTRACTORS AND SUPPLIERS

Specialised Item	Name and Details of Specialist Sub-Contractors

Signed on behalf of Tenderer:

PRO FORMA

C1.2.3 Form of Guarantee

Contract No **07/2023/2024**:

WHEREAS **Thulamela Local Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....

....

(hereinafter called "the Contactor") on the day of20....,
for CONSTRUCTION OF THOHOYANDOU LANDFILL CELL

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

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.2.3: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20.....between: the Employer
(name of company / organisation).....
of (address).....

.....and the
Contractor

(name of company / organisation)
of (address).....

..... (hereinafter
called **the Parties**)

and

(name).....
of (address)

.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No: **07/2023/2024: CONSTRUCTION OF THOHOYANDOU LANDFILL CELL**
and these disputes or differences shall be/have been* referred to adjudication in accordance with the
CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has
been requested to act.
(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature):	(Signature):	(Signature):
Name:	Name:	Name:
who warrants that he/ she is duly authorised to sign for and on behalf of the First Party in the presence of	who warrants that he/ she is duly authorised to sign for and on behalf of the Second Party in the presence of	the Adjudicator in the presence of

Witness: (Signature).....	Witness: (Signature).....	Witness: (Signature).....
Name:	Name:	Name:
Address:	Address:	Address:
.....		
.....		
Date:	Date:	Date:

C1.2.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between THULAMELA LOCAL MUNICIPALITY represented by: Municipality Manager.

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: **07/2023/2024: CONSTRUCTION OF THOHOYANDOU LANDFILL CELL**

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

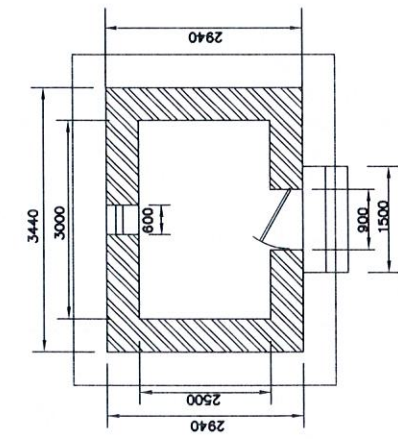
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NAME AND SURNAME:

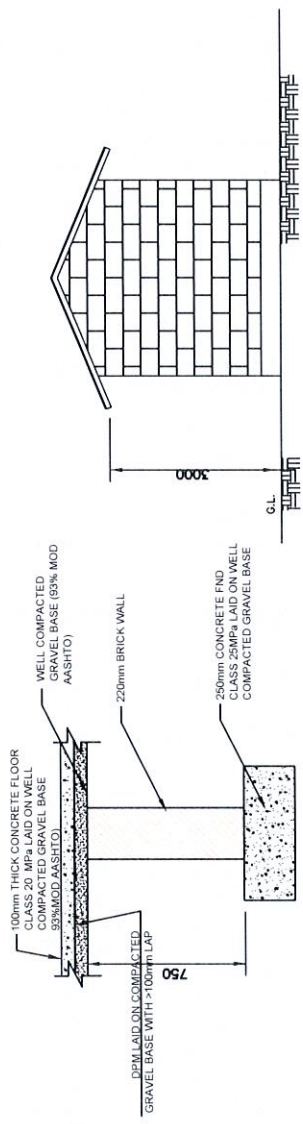
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WITNESSES: 1.

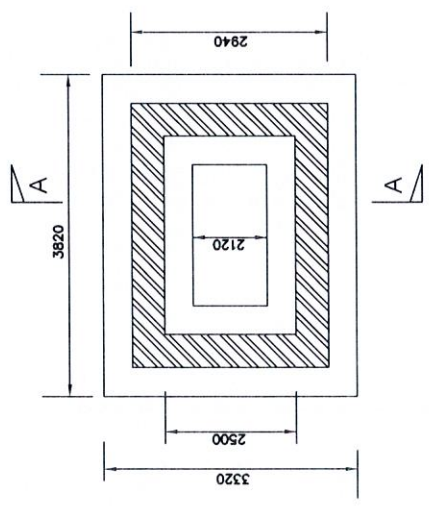
2.



WALL SECTION



STRIP FOOTING SECTION A-A

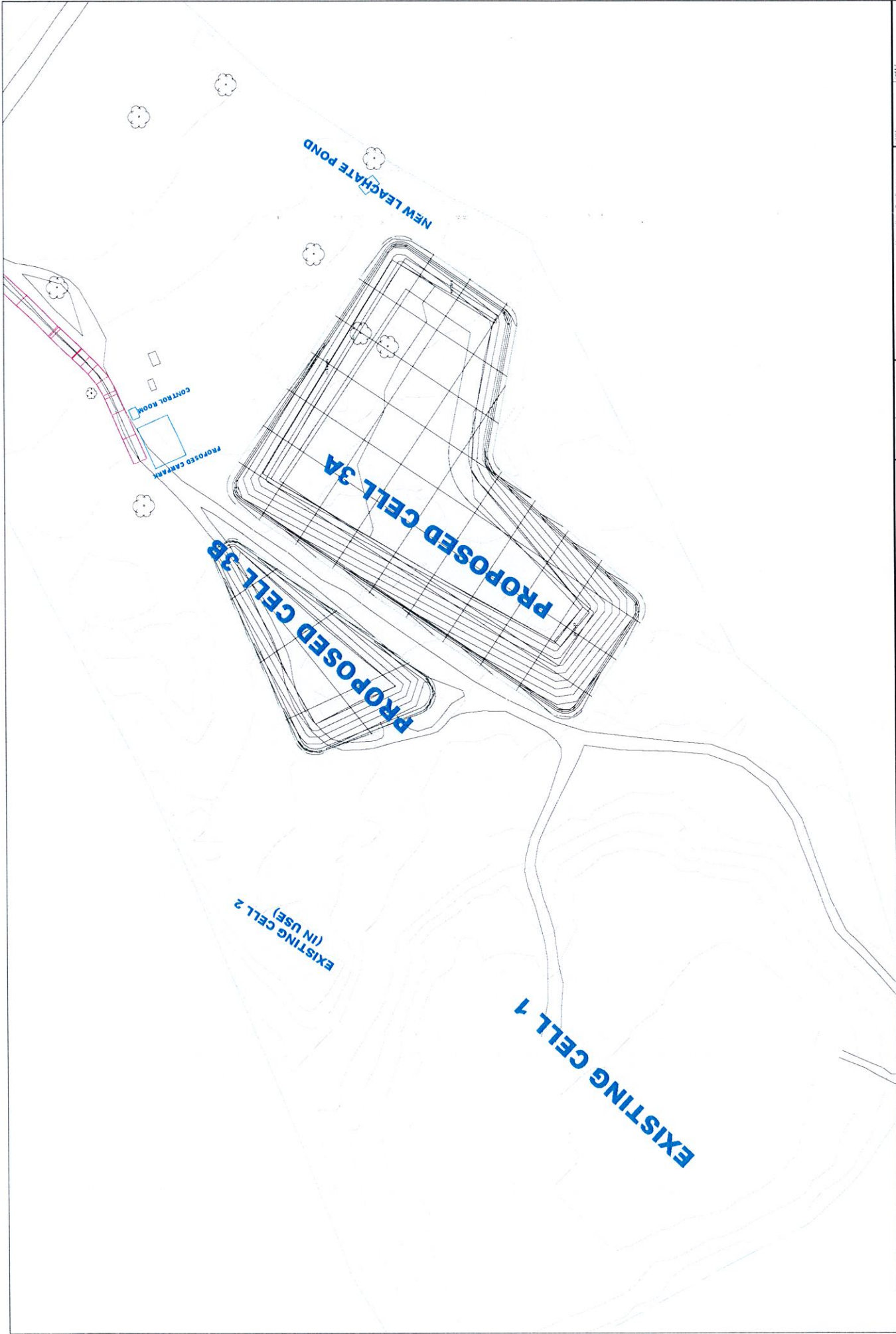


FOUNDATION PLAN

NOTES:

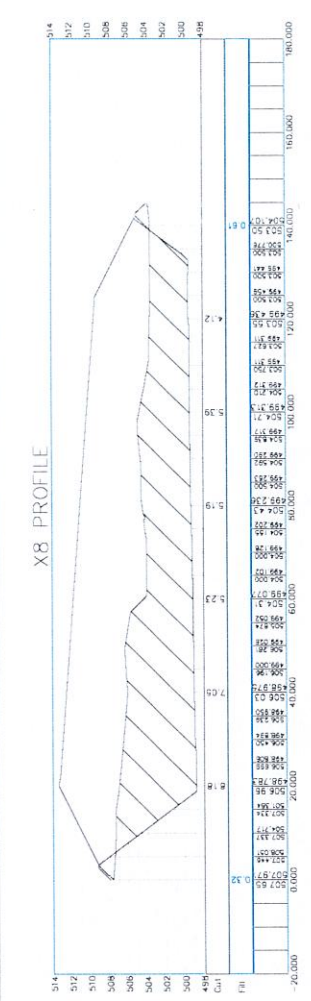
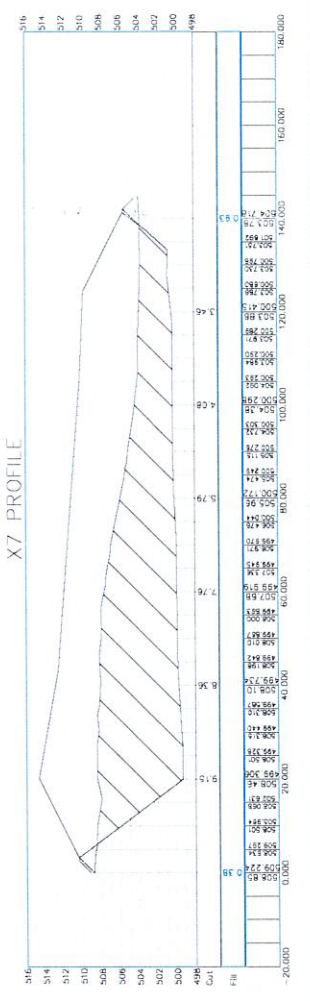
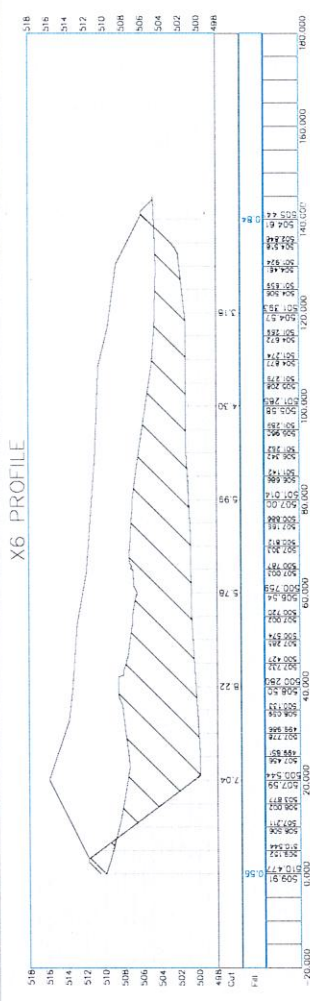
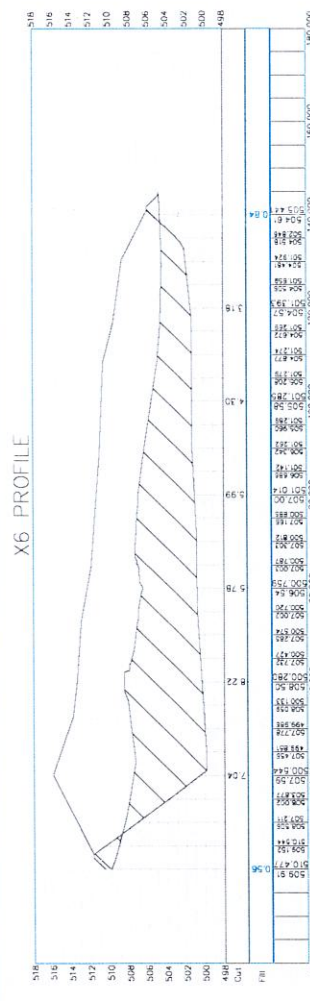
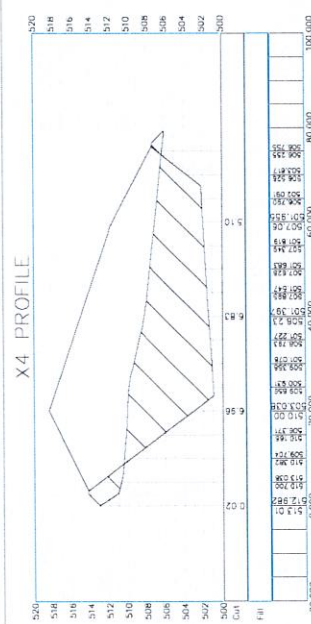
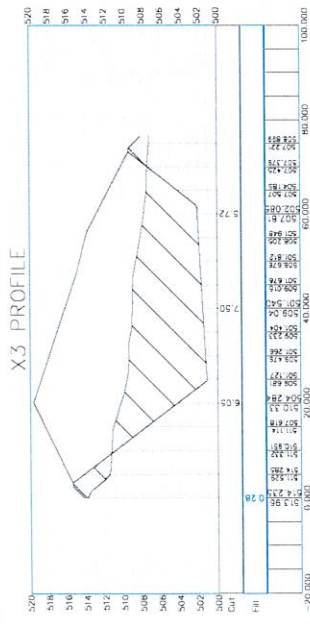
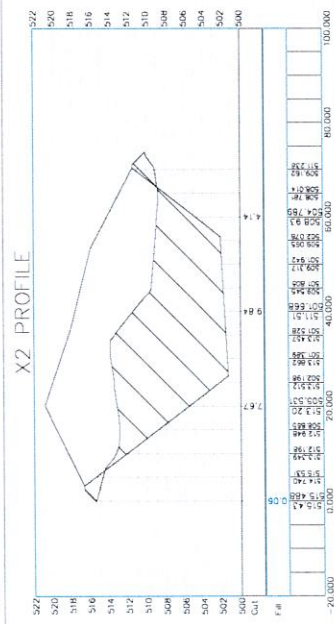
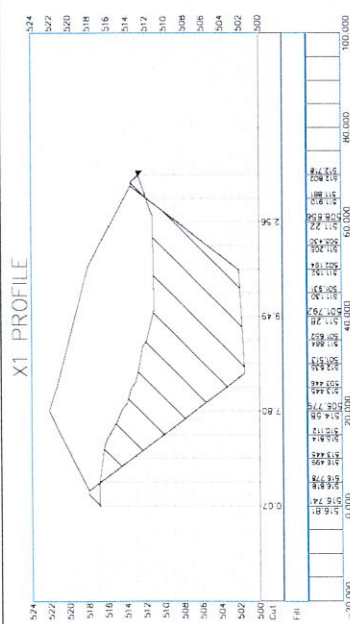
- Foundation to be laid on a well compacted and levelled base
- Foundation trench to be adequately treated with an appropriate anti-termite treatment
- Concrete for base slab to be class 20MPa/19mm
- All concrete to be tested for Compressive strength and test results to be submitted to engineer
- Foundation concrete to be 25MPa/19mm
- All foundation and base works to be properly backfilled and compacted with suitable material
- Damp proof membrane to be laid prior to casting base slab

CLIENT		PROJECT		PROJECT No.		DESIGNED		SCALE		SHEET	
THULAMELA LOCAL MUNICIPALITY		THOHOYANDOU LANDFILL CELL PROJECT		TJUC037		SMD		AS SHOWN		1 OF 1	
DESCRIPTION:		WEIGHBRIDGE CONTROL ROOM FOUNDATION DETAILS		CONTRACT No.		DWGN		APPROVED: CONSULTANT'S QUOTER		DATE	
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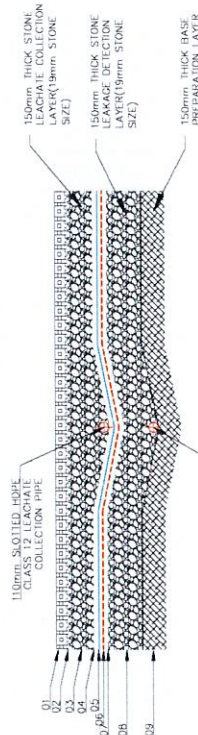


		THULAMELA LOCAL MUNICIPALITY		THOHYANDOU LANDFILL CELL PROJECT		TLM/0037				THOHYANDOU LANDFILL CELL PROJECT		TLM/THO/039-01		REV 0	
PROJECT NO: TLM/0037		DATE: 30/03/2022		PROJECT NAME: THOHYANDOU LANDFILL CELL PROJECT		DATE: 30/03/2022		PROJECT NO: TLM/0037		DATE: 30/03/2022		PROJECT NAME: THOHYANDOU LANDFILL CELL PROJECT		DATE: 30/03/2022	

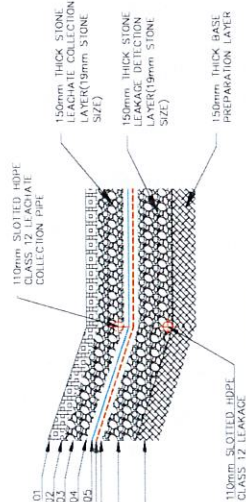




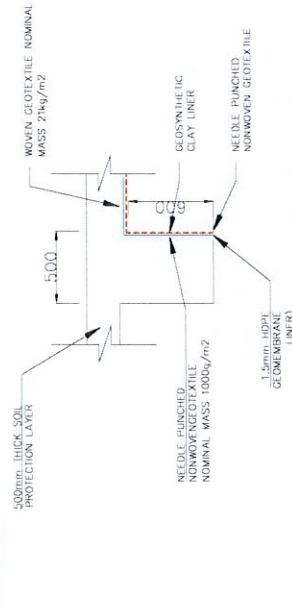
- 1.0 THE CELL BASE TO BE AT A SLOPE OF 1:2.75
- 2.0 EMBANKMENT SLOPES TO BE AT A SLOPE OF 1:3
- 3.0 ALL COMPACTION OF BASE & SLOPES TO ACHIEVE 95% W/D AASTHO AT OMC
- 4.0 ANCHOR TRENCH TO BE FILLED WITH APPROVED SELECTED MATERIAL FREE OF ROCKS & STONE
- 5.0 ALL GEOMEMBRANE MATERIAL PREPARATION & INSTALLATION TO COMPLY WITH SANS 1526: 2015
- 6.0 AREA TO BE LINED SHOULD BE FREE OF VEGETATIVE MATERIAL, PROTRUDING ROCKS



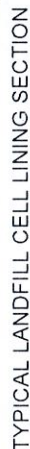
NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NGL

500

8200

2000

25MPa CONCRETE SLAB WITH REINFORCEMENT (REF. 311)

CONCRETE GROUT

STEP IRON

STEP IRON LADDER.

2000mm DIAMETER RING

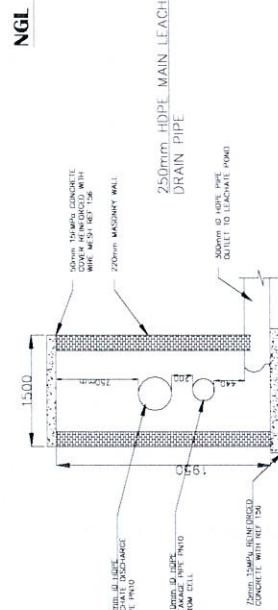
1:1 RIVERSAND/CEMENT DAMP MIX

250 mm PN10 DIAMETER HDPE LEACHATE COLLECTION PIPE

110mm DIAMETER HDPE LEACHATE COLLECTION

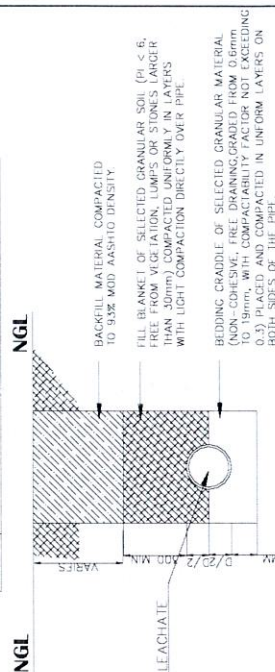
BENCHING

NOT TO SCALE



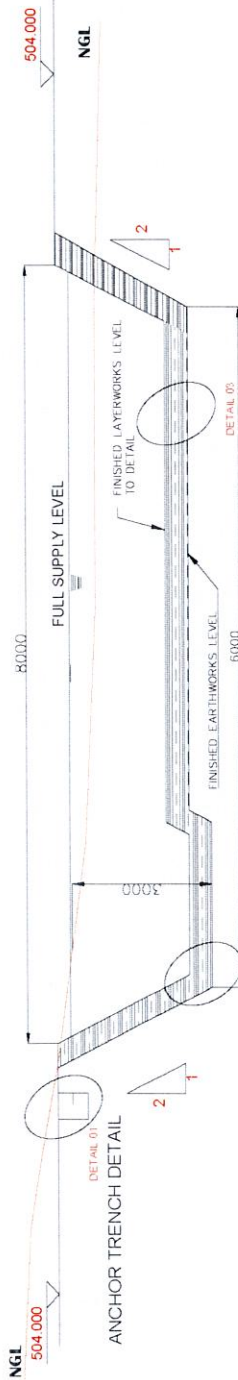
NOT TO SCALE

	LABELING LEGEND
01	WASTE BODY
02	WOVEN GEOTEXTILE MINIMUM NOMINAL MASS 21kg/m ² WITH MIN. THROUGHFLOW 125l/m ² AT MIN 100mm HEAD
03	150mm THICK STONE LEACHATE DRAINAGE LAYER (50mm STONE SIZE)
04	NEEDLE PUNCHED NONWOVEN GEOTEXTILE MINIMUM NOMINAL MASS 1000g/m ²
05	1.5mm HDPE GEOMEMBRANE LINER
06	2.7kg/m ² GEOSYNTHETIC CLAY LINER
07	NEEDLE PUNCHED NONWOVEN GEOTEXTILE MINIMUM NOMINAL MASS 200g/m ²
09	150mm STONE LEAKAGE DETECTION LAYER 19mm STONE SIZE



NOT TO SCALE

	THULAMELA LOCAL MUNICIPALITY	PROJECT: 1 THOHOYANDOU LANDFILL CELL PROJECT DATE: 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020
	THULAMELA LOCAL MUNICIPALITY	PROJECT: 1 THOHOYANDOU LANDFILL CELL PROJECT DATE: 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020	PROJECT No. T/UC037	DATE 01/05/2020
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TYPICAL LEACHATE POND CROSS SECTION

NOT TO SCALE

ANCHOR TRENCH DETAIL



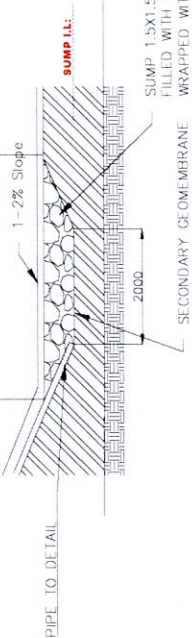
ANCHOR TRENCH DETAIL

NOT TO SCALE

120mm PRECAST MANHOLE RINGS ON 200mm THICK FOOTING
SIZE 1.5mX1.5m
REINFORCED WITH 1 LAYER WIRE MESH REF. NGL
195

LEACHATE COLLECTION SUMP DETAILS

NOT TO SCALE



SECTION D-D

NOT TO SCALE

LEACHATE COLLECTION SUMP DETAILS

NOT TO SCALE

SECTION DETAILS THROUGH LEACHATE RISER PIPE

NOT TO SCALE

SECTION D-D

NOT TO SCALE

SECTION D-D

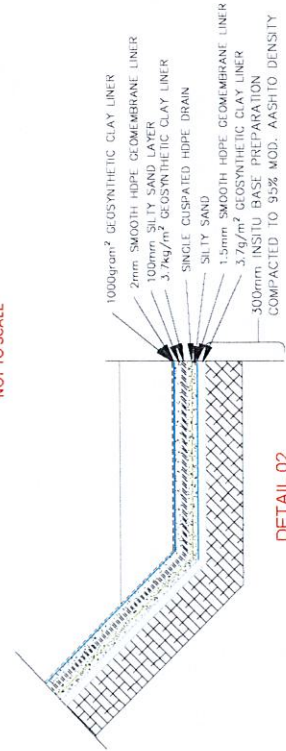
NOT TO SCALE

SUBSOIL COLLECTOR TRENCH

NOT TO SCALE

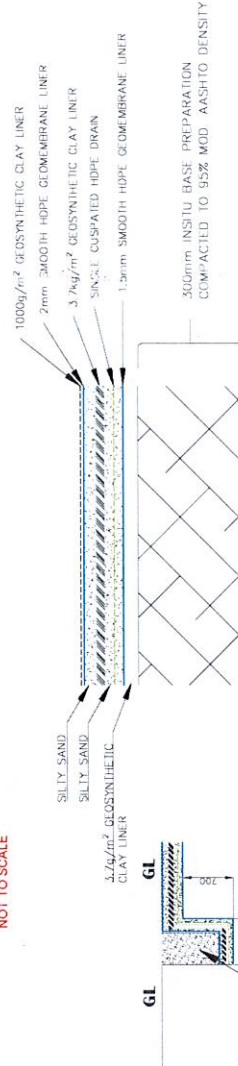
LEACHATE SUMP SECTION DETAILS

NOT TO SCALE



GENERAL LEACHATE POND CONTAINMENT BARRIER SYSTEM

NOT TO SCALE



GENERAL LEACHATE POND CONTAINMENT BARRIER SYSTEM

NOT TO SCALE

ANCHOR TRENCH DETAIL

NOT TO SCALE

GENERAL LEACHATE POND CONTAINMENT BARRIER SYSTEM

NOT TO SCALE



THULAMELA LOCAL MUNICIPALITY

THOHOYANDOU LANDFILL CELL PROJECT

T/U/C037

TLM 39/2020/2021

DATE: 14.03.2021

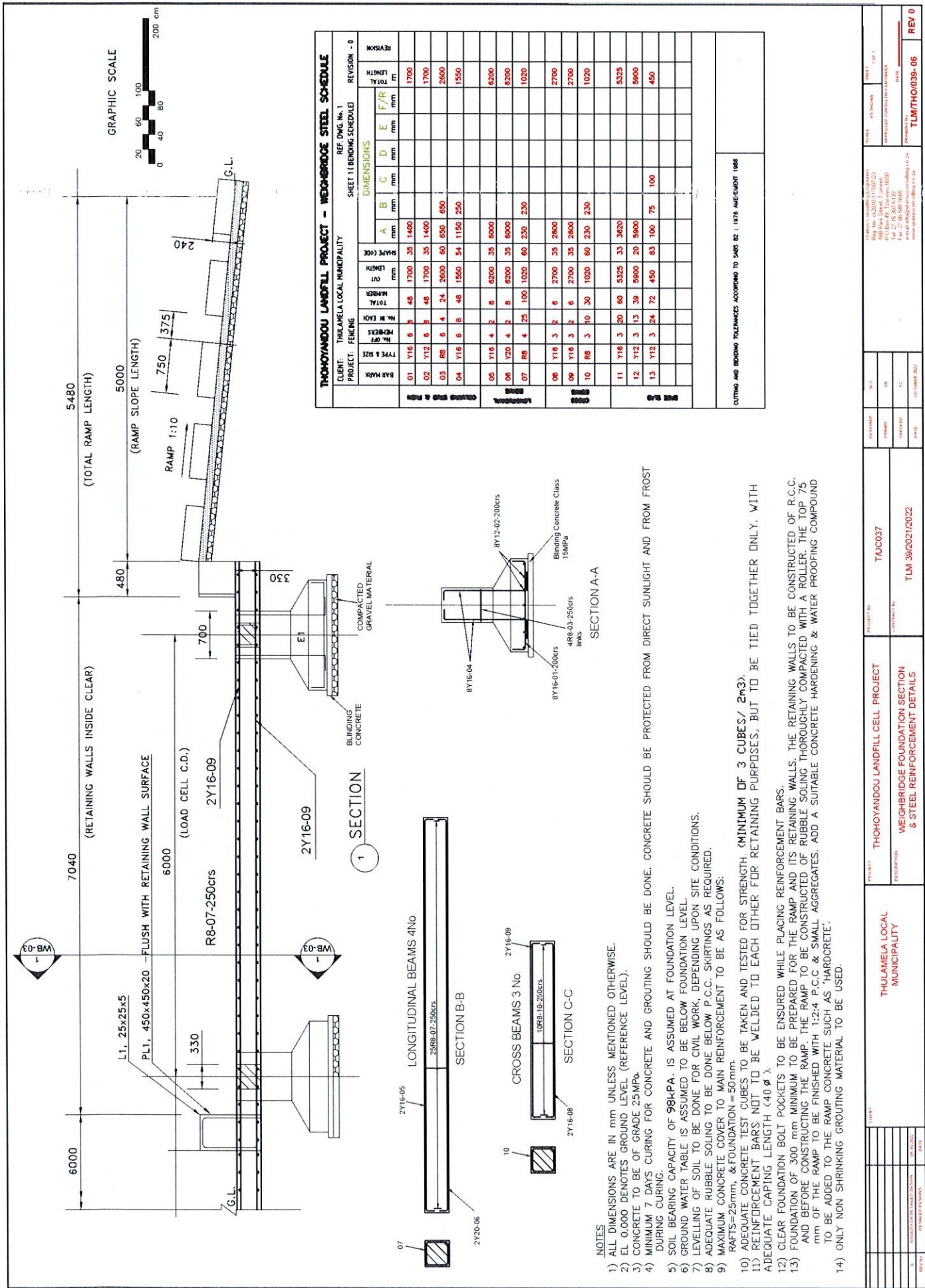
DATE: 14.03.2021

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REV 1

[illegible]



THOHOYANDOU LANDFILL PROJECT - WEIGHBRIDGE STEEL SCHEDULE										
CLIENT: THULAMELA LOCAL MUNICIPALITY										
PROJECT: FENCING										
SHEET 11 OF BENDING SCHEDULE										
REVISION - 0										
REF DWG No. 1										
REV	NO	DATE	BY	CHKD	APPD	REVISION	DIMENSIONS			
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