



## NAMA KHOI MUNICIPALITY

### OKIEP VAALHOEK SEWER RETICULATION NETWORK

PROJECT REF NO.: BID/NC062/02/2024-2025

## **PART C1 : AGREEMENT AND CONTRACT DATA**

The General Conditions of Contract for Construction Works, Third Edition, 2015 have been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the Party of Parties as relevant, shall form part of the Contract.

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Performance Guarantee**
- C1.4 Occupational Health and Safety Agreement**



NAMA KHOI MUNICIPALITY

OKIEP VAALHOEK SEWER RETICULATION NETWORK

PROJECT REF NO.: BID/NC062/02/2024-2025

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

OKIEP VAALHOEK SEWER RETICULATION NETWORK

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

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

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

..... Rand (in words);

R ..... (in figures)

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

For the Tenderer:

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....

.....

Name and signature of witness:

Signature .....

Name .....

Date .....



**2. ACCEPTANCE**

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

The terms of the contract are contained in

Part C1 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five 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,

For the **Employer:**

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....  
.....

Name and signature of witness:

Signature .....

Name .....

Date .....



### 3. SCHEDULE OF DEVIATIONS

**Notes:**

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject .....

Details .....

2. Subject .....

Details .....

3. Subject .....

Details .....

4. Subject .....

Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer

For the Employer

.....

.....

.....

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organization

Name and address of organization

.....

.....

.....

.....

.....

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.....

.....

Witness Signature .....

Witness Name .....

Date .....



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

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

For the Contractor:

Signature .....

Name .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....



| Clause  | Description   |
|---|---|
| 4.3.2   | If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.  |
| 4.4<br>4.4.1<br>4.4.2<br>4.4.3<br>4.4.4<br>4.4.5<br>4.4.6 | <p>Subcontracting</p> <p>The Contractor shall not subcontract the whole contract.</p> <p>Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be reasonably withheld.</p> <p>The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.</p> <p>The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.</p> <p>Any appointment of a subcontractor in accordance with Clause 4.4.4 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.</p> <p>In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.4 shall be assigned to the Engineer upon such an instruction by the Employer.</p> |
| 5.2.1   | The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.   |
| 5.3.1   | <p>The documentation required before commencement with the Works execution is:</p> <ol style="list-style-type: none"> <li>1. Performance Guarantee</li> <li>2. Letter of Good Standing</li> <li>3. Insurances</li> <li>4. Initial Programme</li> <li>5. Occupational Health and Safety Agreement</li> <li>6. Occupational Health and Safety Plan</li> </ol>   |
| 5.3.2   | The time to submit documentation from commencement date is fourteen (14) days   |
| 5.4.2   | <p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 5.4.1 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site</p>  |
| 5.8.  | <p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All Gazetted public holidays falling outside the year end break</li> <li>2. The year-end break as Gazetted</li> </ol>  |
| 5.12.2.2  | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and   |

| Clause    | Description   |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
|-----------|---|---------|--------|----------|--------|-------|--------|-------|--------|-----|--------|------|--------|------|--------|--------|--------|-----------|--------|---------|--------|----------|--------|----------|--------|
|           | an extension of time be claimed in accordance with the provisions of Clause 5.12.   |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
|           | <p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table data-bbox="352 331 619 817"> <tr><td>January</td><td>0 days</td></tr> <tr><td>February</td><td>1 days</td></tr> <tr><td>March</td><td>1 days</td></tr> <tr><td>April</td><td>1 days</td></tr> <tr><td>May</td><td>2 days</td></tr> <tr><td>June</td><td>3 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>1 days</td></tr> <tr><td>September</td><td>1 days</td></tr> <tr><td>October</td><td>1 days</td></tr> <tr><td>November</td><td>0 days</td></tr> <tr><td>December</td><td>0 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> | January | 0 days | February | 1 days | March | 1 days | April | 1 days | May | 2 days | June | 3 days | July | 2 days | August | 1 days | September | 1 days | October | 1 days | November | 0 days | December | 0 days |
| January   | 0 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| February  | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| March     | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| April     | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| May       | 2 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| June      | 3 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| July      | 2 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| August    | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| September | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| October   | 1 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| November  | 0 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| December  | 0 days  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 5.13.1    | The penalty for failing to complete the Works is R2500.00 per calendar day  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 5.16.3    | The latent defects period is 10 years.  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 6.2.      | <p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an <b>Insurance Company</b> or <b>Bank</b> as security. <b>The said Company or Bank shall be subject to approval by the Employer.</b></p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price</p>   |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 6.2.2     | If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 6.2.3     | The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.   |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 6.8.2     | <p><i>Add the following to Clause 6.8.2:</i></p> <p><b>Alternative 1</b></p> <p>The Contract Price shall <b>not</b> be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p> <p>Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.</p>  |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 6.8.4     | <p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under</p>   |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |



| Clause    | Description  |
|-----------|--|
|           | Clause 5.12.3 shall be added to the contract price.  |
| 6.10.1.5  | The percentage advance on materials not yet built into the Permanent Works is 80 %.<br>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable session forms.   |
| 6.10.3    | <i>Add the following to Clause 6.10.3:</i><br>The Limit of retention money is 10%<br>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of <b>10%</b> of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted. |
| 6.10.4    | <i>Add the following to Clause 6.10.4:</i><br>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.   |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.   |
| 8.6.1.3   | <i>Add the following to Clause 8.6.1.3:</i><br>The limit of indemnity for liability insurance is <b>R5 000 000</b> for any single claim – the number of claims to be unlimited during the construction and defects liability periods.  |

NAMA KHOI MUNICIPALITY

OKIEP VAALHOEK SEWER RETICULATION NETWORK

PROJECT REF NO.: BID/NC062/02/2024-2025

**C1.2 : CONTRACT DATA (PART 2)**

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

| Clause           | Description  |                  |      |               |       |       |       |       |       |       |
|------------------|--|------------------|------|---------------|-------|-------|-------|-------|-------|-------|
| 1.1.1.9          | The name of the Contractor is .....<br>.....<br><i>[Enter the Legal name of the Contractor].</i>   |                  |      |               |       |       |       |       |       |       |
| 1.2.1.2          | The Contractor's address for receipt of communications and notices is :<br>Telephone: ..... Facsimile: .....<br>E-mail : .....<br>Address (Postal) : ..... Address (Physical) : .....<br>.....<br>.....  |                  |      |               |       |       |       |       |       |       |
| 6.8.3            | The variation in cost of special materials is :<br><table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 45%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 35%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Type of Material | Unit | Rate or Price | ..... | ..... | ..... | ..... | ..... | ..... |
| Type of Material | Unit   | Rate or Price    |      |               |       |       |       |       |       |       |
| .....            | .....  | .....            |      |               |       |       |       |       |       |       |
| .....            | .....  | .....            |      |               |       |       |       |       |       |       |



NAMA KHOI MUNICIPALITY

OKIEP VAALHOEK SEWER RETICULATION NETWORK

PROJECT REF NO.: BID/NC062/02/2024-2025

C1.3 : PERFORMANCE GUARANTEE

For use with the General Conditions of Contract of Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
.....

Physical address:
.....

“Employer” means:
.....

“Contractor” means: .....

“Employer’s Agent” means:
.....

“Works” means: .....

“Site” means:
.....

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

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words:
.....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words:
.....

Type of Performance Guarantee: ..... (Insert Variable of Fixed)

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

CONTRACT DETAILS

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



## 1. VARIABLE PERFORMANCE GUARANTEE

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

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

R .....

(Amount in words)

.....)

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

R .....

(Amount in words)

.....)

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

## 2. FIXED PERFORMANCE GUARANTEE

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

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

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

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

3.1 The Guarantor hereby acknowledge that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

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

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

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2:

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

- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice or termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of the Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.



Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



NAMA KHOI MUNICIPALITY

OKIEP VAALHOEK SEWER RETICULATION NETWORK

PROJECT REF NO.: BID/NC062/02/2024-2025

C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN NAMA KHOI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, representing as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed and sworn to before me at on this day of 20.....

Witness Mandatory

Signed and sworn to before me at on this day of 20.....

Witness for and on behalf of NAMA KHOI MUNICIPALITY



## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.