

**PORT ST JOHNS LOCAL MUNICIPALITY**  
**CONTRACT NO.: PSJLM – MIG-2020/21-60**  
**CONSTRUCTION OF NDAYINI ACCESS ROAD**

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**Part C1: Agreements and Contract Data**

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**PORT ST JOHNS LOCAL MUNICIPALITY**

**CONTRACT NO.: PSJLM-MIG-2020/21-49**

**CONSTRUCTION OF NDAYINI ACCESS ROAD**

**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:

**CONTRACT NO. : PSJLM – MIG-2020/21-60: CONSTRUCTION OF NDAYINI ACCESS ROAD**

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(s) .....  
Name(s) .....  
Capacity .....

**For the tenderer**

(Name and  
Address of  
Organization) .....

Name and  
Signature  
Of witness ..... Date .....

**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 fulfill 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(s) .....

Name(s) .....

Capacity .....

**For the Employer**  
PORT ST JOHNS LOCAL MUNICIPALITY  
257 Main Road  
Port St Johns  
5120

Name and Signature of witness .....

..... Date .....

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, 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	.....
	.....
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	.....
	.....
	.....
3 Subject	.....
Details	.....
	.....
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	.....
	.....
	.....
4 Subjects	.....
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.

**For the Tenderer:**

Signature(s) .....  
Name(s) .....  
Capacity .....  
(Name and address of organization) .....  
.....

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

**For the Employer:**

Signature(s) .....  
Name(s) .....  
Capacity .....  
(Name and address of organization) .....  
.....

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

# PORT ST JOHNS LOCAL MUNICIPALITY

CONTRACT NO.: PSJLM – MIG-2020/21-60

## CONSTRUCTION OF NDAYINI ACCESS ROAD

### C1.2 Contract Data

#### Part 1: Contract Data provided by the Employer

#### CONDITIONS OF CONTRACT

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

#### CONTRACT SPECIFIC DATA

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

Clause	Data
1.1.1.13	The Defects Liability Period is 6 calendar months.
1.1.1.14	The time for achieving Practical Completion is 6 months.
1.1.1.15	The name of the Employer is The PORT ST JOHNS LOCAL MUNICIPALITY.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address is: P.O.Box 2 Port st Johns Contact person: Mr T. Kwape Tel: 047 564 1207/8 Fax: 047 564 1206
3.1.3	Executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Any amendment to the scope of works. 2. Certify additional costs / expenditure. 3. Taking over of the works. 4. Determining extension of time for completion.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)

Clause	Data
	The contractor shall commence executing the Works within 14 days of the Commencement Date or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.5.2	The whole of the works shall be completed within 6 months.
5.6.1	The Works programme is to be delivered within 14 days of the Commencement Date.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> <li>(1) Public holidays.</li> <li>(2) The year end break commencing on 15 December 2021 and ending on 8 January 2022.</li> </ul>
5.13.1	The penalty for failing to complete the Works is R 1000 per day. The Employer reserves the right without prejudice to exercise discretion in the matter of daily penalties.
5.14.1	<b>Practical completion shall only be granted once all stormwater infrastructures is complete in all respects, the road is a gravel and the compaction test are submitted, permanent road signs traffic calming measures are completed.</b>
5.16.3	<b>The latent defect period is 6 Months for gravel civil Engineering works.</b>
6.2	<p>The Performance Guarantee is to contain the wording of the document included as Form C1.3.</p> <p>The Performance Guarantee shall be for the amount of 10% of the Contract Sum.</p> <p>The Performance Guarantee is to be delivered within 14 calendar days after the Commencement Date.</p>
6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <ul style="list-style-type: none"> <li>a = 0.25</li> <li>b = 0.15</li> <li>c = 0.50</li> <li>d = 0.10</li> </ul> <p>The urban area nearest the Site is Port St Johns.</p> <p>The applicable industry for the Producer Price Index for materials is Building and Construction.</p> <p>The area for the Producer Price Index for fuel is Retail Metropolitan Areas.</p>

Clause	Data
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10% of the Contract Price.
8.6.1	Insurances required in terms of General Conditions of Contract Clause 8.6.1
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 1,000,000.
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 500,000.
8.6.1.2	A coupon policy for special risks is to be issued.
8.6.1.3	The limit of indemnity for liability insurance is R 5,000,000 for any claim. The number of claims to be unlimited during the construction and defects liability period.
8.6.1.5	The following additional and varied insurance is required: Contractor's all risk insurance Employer's common law liability insurance and workman's compensation insurance.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	The determination of unresolved disputes shall be by arbitration.



**Variations to the Conditions of Contract are:**

Clause	Data
1.2.1	<p>The following three additional sub-clauses, covering alternative methods of communication, apply :</p> <p>1.2.1.3 sent by facsimile or telex communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 posted to the addressee for certified delivery by the postal Authorities.</p> <p>1.2.1.5 delivered by a courier service and signed for by the addressee.</p>
4.3	<p>Add the following at the end of subclause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) <b>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 of the Act.</b></li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) <b>The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</b></li> <li>(iv) <b>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 monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</b></li> <li>(v) <b>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 Contract, and shall, on written demand, provide full details in writing, to the Employer, of such investigation, complaint or criminal charge.</b></li> </ul> <p>4.3.4 <b>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</b></p> <ul style="list-style-type: none"> <li>(i) <b>Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer</b></li> </ul>

Clause	Data
	<p><b>for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</b></p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Contractor's attention is drawn to the laws listed in the Scope of Work section of this document.</p>
4.12.2	In responding to a provisional letter of acceptance as amended herein the Contractor will be required to nominate a representative who is to act as the Site Agent.
5.3	<p>Add the following to subclause 5.3.1:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>
5.4.1	<p>Add the following to subclause 5.4.1 between "...site," and "the location..." in line 3:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>
5.6	<p>The following two additional sub-clauses apply:</p> <p>5.6.1.1 The Employer may, by order in writing and without relieving the Contractor of any duties or responsibilities under this Contract, require the Contractor to proceed with the execution of the works in such sequence and manner as may be necessary in the opinion of the Employer.</p> <p>5.6.1.2 The Works are to be carried out in such an order as to interfere as little as possible with the continued operation of existing services and with work being carried out by other contractors or employees of the Council.</p>
5.7.2	Night work and overtime work are not to be undertaken without the prior written approval of the Employer and on the terms and conditions as may be stipulated in such approval.
5.8	Should the Employer permit work outside of normal Council's working hours (viz Mondays to Fridays inclusive 07:00 to 17:00) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer has ordered such work, the salary of the representative will be to the account of the Council.

Clause	Data
	A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as adequate notice.
5.9.1	The Contractor will be provided with three copies of all drawings relating to this contract. The Employer will retain all priced tender documents but will provide the Contractor with a photocopy of the Contractor's contract document.
5.12	Any delay on the part of the Contractor beyond the period of fourteen days for the submission of the Deed of Suretyship or proof of insurances having been effected in accordance with Clause 5.3 shall not be grounds for an extension of time and the time for completion stated in the Appendix may be reduced by the amount of the delay.
5.12.1	<p><i>REPLACE THE FULL STOP AT THE END OF THE PROVISIO IN SUBCLAUSE 5.12.1 WITH A COMMA AND ADD THE FOLLOWING:</i></p> <p>"and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Subclauses 10.1.1 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."</p>
5.12.2	<p>Add new sub-clause 5.12.2.5:</p> <p>"No extension of the Time of Completion shall be granted for normal rainfall."</p>
5.12.3	<p><i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN LINE 1, INSERT THE FOLLOWING:</i></p> <p>", subject to such additional provisions (if any) set out in the Scope of Works,"</p>
6.2	<p>Delete the first sentence and substitute:</p> <p>"When called upon to do so in a letter advising the Contractor of the Employer's intent to accept the tender, the Contractor shall produce within fourteen days from receipt of such letter a guarantee from an Insurance Company or a Bank to be jointly and severally bound with the Contractor, in terms of a Form of Guarantee, in a sum equal to 10 percent of the Tender sum, for the due performance of the Contract.</p> <p>The submission of the Form of Guarantee shall be a condition precedent to the signing of the Form of Acceptance. A Pro-forma of a suitable Form of Guarantee that is acceptable of the Employer is attached to this document under section C1.3.</p> <p>Delete the words "to the Guarantor within 14 days" from the penultimate line of the last paragraph and substitute "to the Contractor within 30 days."</p> <p>Add the following new paragraphs:</p> <p>"The Contractor shall then be responsible for returning the Form of Guarantee to the Guarantor.</p> <p>Should the Employer be unable to return the Form of Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that the employer has no further claim against the Guarantor and that the Form of Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor."</p>

Clause	Data
6.6.1.2.2	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur. Clause 6.6.1.2.2 applies in this contract; that is, the Contractor is required to stipulate in the tendered Schedule of Quantities such charges and profit for possible future pro rata adjustments, as may be required.
6.7	The Works are measured in accordance with the current SANS 1200 Standardised Specifications where applicable. No claims arising from other method of measurement will be entertained.
6.9	Tenderers who intend to store materials in places other than on the Site are required to submit their intentions on the attached data sheet with their tender; a successful tenderer will be required to enter formal agreements to the approval of the Employer in respect of all such materials in terms of clause 6.9.1.2, failing which, no claim for interim payment in respect of materials stored off-site, will be entertained.
6.10.1.9	Add new subclause 6.10.1.9:  "Payment for the labour-intensive component of the works"  Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."
6.10.4	Add the following:  The defects liability period is six months, reckoned from the date on the Certificate of Final Completion. It is recorded that if the Contractor fails to make good defects as may be certified by the Employer, all retention monies as at the date of that default certificate, shall be forfeited by the Contractor to the Employer without prejudice to the Employer's rights in terms of this contract.
7.5.1	Add the following:  The Contractor shall give the Employer a reasonable time to accommodate examinations in the Employer's programme, in which case a time for inspection can be agreed upon. Normally 24 hours would be seen to be reasonable.
7.5.3	Add the following:  If the Employer attends with the purpose of examining any part or materials of the Works at the time and date agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such visit by the Employer.
7.6.3	The following additional sub-clause applies:  7.6.3.3 Where the Employer considers that either or both sub-clauses 7.6.3.1 and 7.6.3.2 above apply to an event of a serious nature, the Employer shall have the right to involve the Employer in the matter, in which case the Employer will arrange a joint meeting between the Employer, the Employer and the Contractor before giving any instructions to the Contractor.
8.5	The following additional paragraph applies:-

Clause	Data
	If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to the Employer and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Employer that the claim has been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.
8.6.6	The Contractor shall produce the policies and proof of insurance within seven days of receipt of the letter advising the Contractor of the Employer's intent to accept the tender. The submission of such policies and proof of payment shall be a condition precedent to the issue of the Letter of Acceptance.

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

Clause			
1.1.1.9	The name of the Contractor is .....		
1.2.1.2	<p>The address of the Contractor is:</p> <table border="0"> <tr> <td>Physical address: address: ..... ..... ..... .....</td> <td style="text-align: right; vertical-align: top;">Postal ..... ..... ..... .....</td> </tr> </table> <p>Telephone: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>	Physical address: address: ..... ..... ..... .....	Postal ..... ..... ..... .....
Physical address: address: ..... ..... ..... .....	Postal ..... ..... ..... .....		
6.5.1.2.3	The percentage allowance to cover overhead charges is .....		

**SIGNED ON BEHALF OF TENDERER:** .....

**PORT ST JOHNS LOCAL MUNICIPALITY**

**CONTRACT NO.: PSJLM – MIG-2020/21-60**

**CONSTRUCTION OF NDAYINI ACCESS ROAD**

**C1.3 Form of Guarantee**

Contract No .....

WHEREAS the **PORT ST JOHNS LOCAL MUNICIPALITY**,  
(hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(hereinafter called “the Contactor”) on the ..... day of .....20.....,  
for .....  
.....  
at .....(indicate site location)

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 .....

Guarantor's seal or stamp

## ANNEXURE

### LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are available for issue of contract guarantees:

**National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Imperial Bank Ltd.  
Infrastructure Finance Corporation  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Nedbank Ltd.  
Standard Bank of SA Ltd.  
SA Bank of Athens

**International Banks (with branches in SA):**

ABN AMRO Bank n.v.  
Barclays Bank plc.  
Commerzbank Aktiengesellschaft  
Credit Agricole-Indosuez  
Deutsche Bank AG  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

**Insurance companies:**

ABSA Insurance  
AIG South Africa  
Auto & General  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Emerald Insurance Co.  
Federated Employers Mutual Assurance Co.  
Guardrisk Insurance Co.  
Home Loan Guarantee Co.  
Lion of Africa Insurance Co.  
Lombard Insurance  
MUA Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Zurich Insurance Co.



**PORT ST JOHNS LOCAL MUNICIPALITY**

**CONTRACT NO.: PSJLM – MIG-2020/21-60**

**CONSTRUCTION OF NDAYINI ACCESS ROAD**

**C1.4 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE PORT ST JOHNS LOCAL MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND**

..... ,  
(Contractor/Mandatar/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 at .....on the.....day of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the.....day of.....20 ....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**for and on behalf of  
PORT ST JOHNS LOCAL 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 2003.
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 familiarises 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.

**PORT ST JOHNS LOCAL MUNICIPALITY**

**CONTRACT NO. : PSJLM – MIG-2020/21-60**

**CONSTRUCTION OF NDAYINI ACCESS ROAD**

**C1.5 Contract of Temporary Employment as Community Liaison Officer**

To be made available to the successful tenderer