

PART 4

ANNEXURES

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1.1 PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means: Agent"

"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:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and 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. 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. The Guarantor hereby acknowledges that:
 - 3.1 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;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 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 4.2;

- 4.2 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 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 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 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's 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)

**1.2 PRO FORMA
AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT No. 85 OF 1993**

(Print clearly)

THIS AGREEMENT is made between

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

.....

in his capacity as

(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.

CONTRACT TITLE:

.....

for the construction, completion and maintenance of the works;

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 authorized 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 atfor and on behalf of the
CONTRACTOR on this the day of 20

SIGNATURE

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1. 2.

THUS SIGNED atfor and on behalf of the
EMPLOYER on this the day of 20

SIGNATURE

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1. 2.

1.3 PRO FORMA

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO SIGN AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993, AND CONSTRUCTIONS REGULATIONS (GOVERNMENT NOTICE 37305 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO.

The signatory for the company that the CONTRACTOR in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned ACT shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors. An example is given below:

(Print clearly)

"By resolution of the board of directors passed at a meeting held on 20.....

Mr/Mrs/Ms

whose signature appears below, has been duly authorized to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993, AND CONSTRUCTIONS REGULATIONS (GOVERNMENT NOTICE 37305 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO on behalf of

(Name of Company)

SIGNED ON BEHALF OF THE COMPANY

SIGNATURE

NAME OF SIGNATORY (*Capitals print*) :

CAPACITY OF SIGNATORY

WITNESSES 1. Signature

Name

Date

2. Signature

Name

Date

1.4 PRO FORMA DISCLOSURE STATEMENT

(Please note that words in italics within brackets are items which should be stated)

(Date)

Contract: *(Name)*

Contractor: *(Name)*

Employer: *(Name)*

Employer's Agent: *(Name)*

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

1.5 PRO FORMA
MONTHLY DATA SHEET: LABOUR DAYS, BENEFICIARY INFORMATION & DAILY SITE ATTENDANCE REGISTER
(To be completed by the CONTRACTOR and submitted to the EMPLOYER'S AGENT with his monthly payment statement)

1.6 PRO FORMA NOTIFICATION OF CONSTRUCTION WORK

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 REGULATION 3 OF THE CONSTRUCTION REGULATIONS, 1993

NOTE: THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR OF THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

1(a) Name and postal address of principal Contractor:

.....
.....
.....

1(b) Name and telephone number of principal Contractor's contact person:

..... Tel:

2. Principal Contractor's compensation registration number:

3(a) Name and postal address of Client:

.....
.....
.....

3(b) Name and telephone number of Client's contact person or agent:

..... Tel:

4(a) Name and postal address of designer(s) for the project:

.....
.....
.....

4(b) Name and telephone number of designer(s) contact person:

..... Tel:

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

..... Tel:

6. Name(s) of principal Contractor's sub-ordinate supervisors on site appointed in terms of Regulation 6(2):

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.....
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.....

7. Exact physical address of the construction site or site office:

.....
.....
.....

8. Nature of the construction work:

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.....
.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of contractors already chosen:

.....
.....
.....

SIGUATURES: Date
Principal Contractor

..... Date
Client

2 LIST OF TENDER DRAWINGS

List of Tender Drawings as included under Volume 2 of the Tender Documentation:

Drawing No:	Drawing Title
MSUN-VUL-P1	LOCALITY PLAN
MSUN-VUL-P2	SITE PLAN
MSUN-VUL-P3	ROOF AND FLOOR LAYOUT PLAN
MSUN-VUL-P4	DATA SHEET 1 OF 2
MSUN-VUL-P5	DATA SHEET 2 OF 2
MSUN-VUL-P6	STEEL WORK 1 OF 2
MSUN-VUL-P7	STEEL WORK 2 OF 2
MSUN-VUL-P8	INLET CHAMBER 2
MSUN-VUL-P9	OUTLET CHAMBER 3
MSUN-VUL-P10	ALTITUDE AND METER CHAMBER
MSUN-VUL-P11	PROJECT NAMEBOARD
MSUN-VUL-P15	RC DETAILS: WALLS
MSUN-VUL-P16	RC DETAILS: FLOOR: 1 OF 2
MSUN-VUL-P17	RC DETAILS: FLOOR: 2 OF 2
MSUN-VUL-P18	RC DETAILS: ROOF: 1 OF 3
MSUN-VUL-P19	RC DETAILS: ROOF: 2 OF 3
MSUN-VUL-P20	RC DETAILS: ROOF: 3 OF 3
MSUN-VUL-P21	RC DETAILS OF ALTITUDE CONTROL VALVE CHAMBER 1
MSUN-VUL-P22	RC DETAILS OF INLET VALVE CHAMBER 2
MSUN-VUL-P23	RC DETAILS OF OUTLET CHAMBER 3
MSUN-VUL-P24	RC DETAILS OF METER CHAMBER 4