

**SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION
(SAFDA)**

CONTRACT NO.: SAFDA-MP-0002 (2022/2023)

**APPOINTMENT OF A CONTRACTOR FOR THE
REHABILITATION OF MALELANE/NKOMATI SUGARCANE
FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE
OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS
WITHIN NKOMAZI MUNICIPALITY, EHLANZENI DISTRICT,
MPUMALANGA PROVINCE**

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1.1
C1.2	CONTRACT DATA.....	C1.2.1
C1.3	FORM OF GUARANTEE.....	C1.3.1
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.4.1

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)

CONTRACT NO.: SAFDA-MP-0002 (2022/2023)

**APPOINTMENT OF A CONTRACTOR FOR THE
REHABILITATION OF MALELANE/NKOMATI SUGARCANE
FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE
OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS
WITHIN NKOMAZI MUNICIPALITY, EHLANZENI
DISTRICT**

C1.1 FORM OF OFFER AND ACCEPTANCE

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	C1.1
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

C1.1 FORM OF OFFER AND ACCEPTANCE**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)****OFFER****APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF MALELANE/NKOMATI SUGARCANE FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS WITHIN NKOMAZI MUNICIPALITY, EHLANZENI DISTRICT PROVINCE**

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

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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),

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 organisation)

Name and Signature _____

Of Witness _____

Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1.1

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF MALELANE/NKOMATI SUGARCANE FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS WITHIN NKOMAZI MUNICIPALITY, EHLANZENI DISTRICT PROVINCE

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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

Section 1.1 (which includes this Agreement)

Section 1.2 (which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 representative(s) of both parties. The Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity: SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA),

(Name and address of organisation)

Name and Signature

Of Witness _____

Date _____

SCHEDULE OF DEVIATIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.2

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid 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 _____

5 **Subject** _____

Details _____

6 **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF MALELANE/NKOMATI SUGARCANE FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS WITHIN NKOMAZI MUNICIPALITY, EHLANZENI DISTRIROVINCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1.3

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

(Name and address of organisation)

Name and Signature

Of Witness

_____	_____
-------	-------

Date _____

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity:

SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA).

Name and Signature

Of Witness

_____	_____
-------	-------

Date _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)

CONTRACT NO.: SAFDA-MP-0002 (2022/2023)

**APPOINTMENT OF A CONTRACTOR FOR THE
REHABILITATION OF MALELANE/NKOMATI SUGARCANE
FARMS IRRIGATION INFRASTRUCTURE TO SUPPORT THE
OPTIMUM OPERATIONALIZATION OF SUGARCANE FARMS
WITHIN NKOMAZI MUNICIPALITY, EHLANZENI DISTRICT
PROVINCE**

C1.2 CONTRACT DATA

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	C1.2
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

C1.2.1 GENERAL CONDITIONS OF CONTRACT**PART 1: DATA PROVIDED BY THE EMPLOYER**

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel 011 805 5947.

REF	CLAUSE	VARIATIONS AND ADDITIONS TO CONDITIONS OF THE CONTRACT
	No.	
1.1.1.13		The Defect Liability Period is 12 months .
1.1.1.14		The time for achieving Practical Completion is 6 Months .
1.1.1.15		Name of Employer: SOUTH AFRICAN DEVELOPMENT ASSOCIATION (SAFDA)
1.2.1.2		Address of Employer: <div style="display: flex; justify-content: space-between;"> <div> <u>Physical</u> 170 Flanders Drive, Mount Edgecombe KwaZulu Natal Durban 1769 Telephone No: 031 508 7283 </div> <div> <u>Postal</u> P.O. Box 1769 Mount Edgecombe Country Club 4301 </div> </div>
1.1.1.26		The Pricing strategy is Fixed Price Contract
3.1.3		The Contractor shall obtain the specific approval from the SAFDA in accordance to the Supply Chain Delegation of Authority before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1 Clause 6.3: Variations. 2 Clause 5.12: Extension of Time for Practical Completion. 3 Contingencies
5.3.1		The Documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security/ Performance Guarantees (Refer to Clause 6.2) • Works Insurance (Refer to Clause 8.6) • COIDA • Cash flow Projections • CV, Qualifications and Professional registration certificate for Professional Agricultural Engineer/Registered Irrigation Designer SABI
5.3.2		The time to submit documentation required before commencement with Works execution is 14 calendar days.
5.4.2		The access and possession of Site shall not be exclusive to the Contractor but shall be in accordance with the Engineer's instruction or as set out in the site hand over certificate.
5.8.1		The non-working days are Sundays. The special non-working days are: <ol style="list-style-type: none"> 1. All statutory holidays as declared by national or Regional Government. 2. The year-end break commencing and ending on dates as specified by SAFCEC.
5.13.1		The penalty for failing to complete the Works is: R 2 300 excluding VAT per calendar day.

C1.3.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.16.3	The latent defect period is 5 years.
6.5.1.2.3	<p>The percentage allowances to cover overhead charges are:</p> <ul style="list-style-type: none"> • 25% of the gross remuneration of workmen and foremen actual engaged in the day work. • 10% on the net cost of material actual used. <p>No allowance will be made for work done, or for materials and equipment, for which day work rates have been quoted at tender stage.</p>
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 net tender amount.
8.2.1	<p>The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient roads sign, lights, barricades, fencing, and guarding as may be necessary or required by the engineer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the works and temporary works shall, as far as the provisions for the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property and the Contractor hereby indemnifies the employer against any claims, demands, damage and cost that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractors prices for provision and general costs, except in as provision is made in the specifications for payment in respect of specific items pertaining to those obligations.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.00.
8.6.1.3	The limit of indemnity for liability insurance is R 10 000 000.00
8.6.1.5	<p>In addition to insurances required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.4 the contractor shall affect and maintain professional indemnity insurance cover for the permanent works designed by the contractor.</p> <p>The contractor and / or his design agent shall provide minimum professional indemnity insurance cover of R 500 000 (Five Hundred Thousand Rand) with the first amount payable not exceeding 20% of the value of indemnity, and/or personal liability.</p> <p>The contractor shall keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Contractor and his design agents intentional and/or negligent wrongful acts, errors and/or omissions.</p> <p>The contractor shall also keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate</p>
10.5.1	Dispute resolution shall be by ad-hoc adjudication if necessary.

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:

Clause

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Engineer ... on the Due Completion Date."

with the following:

"Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Engineer" in the second line with the following:

", the Contractor shall notify the Engineer, who shall inspect the Works and the Engineer"

5.14.4 Certificate of Completion

Replace "the Engineer" in the second and third line of the first paragraph with:

", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

REF CLAUSE No.	
1.1.1.9	Name of Contractor.....
1.2.1.2	Address of Contractor: Physical:..... Postal:..... e-mail:.....Telephone no.:..... Fax No:.....
6.2.1	The security to be provided by the Contractor shall be Performance Guarantee/ Bond of 10% of the Contract Sum.

C1.3 PERFORMANCE GUARANTEE (PRO-FORMA)**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means
 Physical address

 Guarantor's signatory 1 Capacity
 Guarantor's signatory 1 Capacity
 Employer means **SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)**
 Contractor means
 Agent means
 (Compiler to insert name of agent)
 Works means
 (Compiler to provide reference number and title of contract)
 Site means
 (Compiler to enter site as described in the Contract Data)
 Agreement means the General Conditions of Contract for Construction Works 2010
 Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT
 Amount in figures R
 Amount in words (Rand)
 Guaranteed Sum means the maximum aggregate amount of R
 Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

- 2.1** Any reference in this Guarantee to the Agreement 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 surety ship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the SOUTH AFRICAN DEVELOPMENT ASSOCIATION (SAFDA).

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the

SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)
(Hereinafter referred to as "the SAFDA")

1. DEFINITIONS

- | | | |
|-----|--|---|
| 1.1 | CONTRACTOR | Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory. |
| 1.2 | MANDATORY | Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials. |
| 1.3 | THE PRINCIPAL CONTRACT | Means the contract annexed hereto as annexure "A". |
| 1.4 | SAFDA | Means the SOUTH AFRICAN DEVELOPMENT ASSOCIATION (SAFDA). |
| 1.5 | RISK CONTROL OFFICER | A person appointed in writing by SAFDA. |
| 1.6 | Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute. | |

<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 80px; height: 30px; margin-bottom: 5px;"></div> Witness 2
--	---	---	--	---	---

C1.4.1

2. OBJECTIVE

- 2.1 Whereas SAFDA and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify SAFDA against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both SAFDA and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for SAFDA within the jurisdictional area of the SAFDA and on any premises which are owned, rented or developed by the SAFDA.
- 2.3 The SAFDA acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "SAFDA" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
 - 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labor Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "SAFDA".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "SAFDA" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "SAFDA" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 3.4 The "Contractor" shall and hereby indemnifies the "SAFDA" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "SAFDA" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "SAFDA" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "SAFDA's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "SAFDA" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "SAFDA".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the "SAFDA".
 - ii) Approval has been obtained from the "SAFDA" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7. MACHINE VALANCES, PROTECTION AN FENDING

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "SAFDA" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "SAFDA" may be used without written permission from "SAFDA".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "SAFDA" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "SAFDA" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "SAFDA" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "SAFDA" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the SAFDA of Labour (OHS) and "SAFDA" for approval.
- 9.5 Written permission must be obtained from "SAFDA" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "SAFDA's" Ambulance / Fire SAFDA or emergency services may be contacted at

11. FLAMMABLE LIQUIDS

- 11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

of "SAFDA's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "SAFDA" shall not be tolerated. The "SAFDA" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the SAFDA of Labour, as well as to the "SAFDA" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The "SAFDA" shall further be provided with a written report relating to any incident.
- 14.2 The "SAFDA" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.
- 14.3 The "Contractor" undertakes to report to "SAFDA" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "SAFDA" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "SAFDA", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "SAFDA".

17. CONFIDENTIALITY

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "SAFDA".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

C1.4.5

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "SAFDA", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "SAFDA", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "SAFDA" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "SAFDA" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"
- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "SAFDA" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "SAFDA" against any or all liability which may be incurred by the "SAFDA" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "SAFDA" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "SAFDA" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-

C1.4.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

paragraph 2, the "SAFDA" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "SAFDA", upon demand, all costs and expenses incurred by "SAFDA", in order to execute or have the said orders executed.

- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "SAFDA" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

Company name

On behalf of which division/SAFDA the work is being done

The contact number and name of the person representing the "Contractor"

The contact number and name of the person representing "SAFDA"

24. ACKNOWLEDGEMENT

- 24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.
2.

THE SAFDA

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE SAFDA

1.
2.

INDEMNITY CERTIFICATE

Contractor : _____
Employer : SOUTH AFRICAN FARMERS DEVELOPMENT ASSOCIATION (SAFDA)
Contract : _____

I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the SAFDA against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "SAFDA", as well as of any loss or damage which the "SAFDA" suffers or expenditure the "SAFDA" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "SAFDA" suffers.

THUS done and signed at on this day of 200....

WITNESSES:

1.
2.

.....
CONTRACTOR

.....
SAFDA

R 2
REVENUE STAMP

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract: SAFDA-MP-0002 (2022/2023)
ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the SAFDA's safety manual for contractors and the under mentioned person as my supervisor regarding
all works and services which must be executed by the Contractor. The appointment is done in terms of the
Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 200...

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the SAFDA Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the "SAFDA" before any work commences.

R 2
REVENUE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the SAFDA's safety manual for contractors and the under mentioned person as my supervisor regarding
all works and services which must be executed by the Contractor. The appointment is done in terms of the
Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 200...

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the SAFDA Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.

3.

A copy of this certificate shall be submitted to the "SAFDA" before any work commences.

R 2
REVENUE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2