

**TWK Municipality/Munisipaliteit**

**SIGNING OF AGREEMENTS/DOCUMENTS  
ONDERTEKENING VAN OOREENKOMSTE/DOKUMENTE**

File reference number/ Leêr verwysings nommer

Type of Document/ Tipe document : **CONTRACT – ENG 02/2017/18 – DESIGN,  
MANUFACTURE, INSTALL AND COMMISION WTP IN CALEDON**

Who is the other party? Wie is die ander Party: **IKUSAS WATER**

**Document prepared by/Dokument voorberei deur:**

Name/Naam **L. Parnell**


  
.....  
(Signature/Handtekening)

**3 July 2017**  
.....  
DATE/DATUM

**Document checked by/Dokument nagesien deur:**

**Supply Chain Management Department/Voorsieningskanaalbestuur Afdeling: (Applies to contracts where the contractor was appointed through the SCM process / Geld vir kontrakte waar die kontrakteur deur die voorsieningskanaalbestuur proses aangestel is.)**

Name/Naam: **Ashley Hendricks**

  
.....  
(Signature/Handtekening)

**08/07/17**  
.....  
DATE/DATUM

**Legal Services/Regsdienste:**

**It is confirmed that I have reviewed the contract and certify that it complies in all respects with the relevant council resolutions, tender conditions and award and legal requirements. Furthermore, that the legal rights of the Council are protected and that there is no reason why the contract cannot be signed by the relevant delegated authority.**

**It is recommended that the following changes should be made.....**

Name/Naam: **Zanne Nel**

  
.....  
(Signature/Handtekening)

**08/07/17**  
.....  
DATE/DATUM

**Document signed by/Dokument onderteken deur (Municipal Manager / Munisipale Bestuurder and / or Delegated Authority)**

Name/Naam **J. Barnard**  
.....

  
.....  
(Signature/Handtekening)

**14/7/17**  
.....  
DATE/DATUM



## AGREEMENT

Entered into and between

**IKUSASA WATER A DIVISION OF IKUSASA CHEMICALS (PTY)  
LTD.**

(Herein represented by *Andrew Thennissen* in his/her capacity as

*Director*)

And

**THEEWATERSKLOOF MUNICIPALITY**

(Herein represented by Mr. Jan Barnard in his capacity as Acting Municipal  
Manager)

Four handwritten signatures in black ink are located in the bottom right corner of the page.

---

**PART 1**  
**AGREEMENTS AND CONTRACT DATA**

8  
d B  
100 9/10

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 02/2017/18

DESIGN, MANUFACTURE, INSTALL AND COMMISSION TREATMENT PLANTS

## Form of Offer and Acceptance

### Offer

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

CONTRACT NO. ENG 02/2017/18: DESIGN, MANUFACTURE, INSTALL AND COMMISSION TREATMENT PLANTS IN CALEDON

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:

Ten Million Two Hundred Ninety Two Thousand Nine Hundred Seventy Four Rand and Fifty Cents (in words);

R10,292,974.50 (in figures)


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

For the Tenderer:

Signature:

Name:

Capacity:



Andrew Theunissen

Director

Ikusasa Chemicals (Pty) Ltd,  
18 Cotillion Place,  
Techo Drive, Techno Park,  
Stellenbosch  
7600

Witness:

Signature



Name GJRichter

Date

6 July 2017



B



**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 1        Agreements and Contract Data
- Part 2        Pricing Data
- Part 3        Scope of Work
- Part 4        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 deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this specific agreement comes into effect on the date when the offer below has been signed by the Employer. Unless the tenderer (now consultant), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:


Signature(s)  .....

Name(s) J. BRENDA .....

Capacity ACT MM .....

Name and address of organisation:

Theewaterskloof Municipality  
6 Plein Street  
Caledon

Witness: 

Signature .....

Name D. DAMONIS Date 14/07/17



**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 | Production capacity of treatment plants.  |
|   | Details | Production capacity of each treatment plants increased from 600m <sup>3</sup> /day to 700m <sup>3</sup> /day. |
| 2 | Subject | Raw water source change.  |
|   | Details | The raw water source from the second plant changed from ground water to the effluent of the casino.           |
| 3 | Subject | .....   |
|   | Details | .....   |
| 4 | Subject | .....   |
|   | Details | .....   |
|   |         | .....   |

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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



**For the Tenderer:**


Signature 

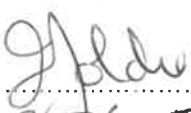
Name **Andrew Theunissen**

Capacity **Director**


Ikusasa Chemicals (Pty) Ltd,  
18 Cotillion Place  
Techo Drive, Techno Park,  
Stellenbosch  
7600

**Witnesses:**

Signature(s)   
Name(s) **G. Richter**  
Date **6 July 2017**


Signature(s)   
Name(s) **I. Goldie**  
Date **6 July 2017**

**For the Employer:**

Signature(s)   
Name(s) **J. BARNARD**  
Capacity **ACT MM**

Theewaterskloof Municipality  
6 Plein Street  
Caledon

**Witnesses:**

Signature(s)   
Name(s) **D. Doms**  
Date **14/07/17**



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 02/2017/18

DESIGN, MANUFACTURE, INSTALL AND COMMISSION OF TREATMENT PLANTS

## Contract Data

### Contract Data provided by the Employer

#### 1. CONDITIONS OF CONTRACT

The Conditions of Contract applicable are the General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract.

#### 2. CONTRACT SPECIFIC DATA

The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2015 are applicable to this contract.

| Clause          | Compulsory Data   |
|-----------------|---|
| 1.1.1.13        | The Defects Liability period is 12 months.  |
| 1.1.1.14        | The time for achieving Practical Completion is 75 working days.   |
| 1.1.1.15        | The Employer is Theewaterskloof Municipality.   |
| 1.2.1.2         | The Employer's address is:<br>Telephone: 028 214 3300 Facsimile: 028 214 1289<br>Address: 6 Plein Street<br>Caledon   |
| 1.1.1.16        | The Employer's Agent is Frans Laubscher.  |
| 1.2.1.2         | The address of the Employer's Agent is:<br>Telephone: 028 214 3300 Facsimile: 028 214 1289<br>Address: 6 Plein Street<br>Caledon<br>e-mail: FranciscusLa@twk.org.za                                     |
| 1.1.1.26        | The Pricing Strategy is Fixed Price Contract.   |
| 5.1.1 and 5.8.1 | The non-working days are Sundays.<br>The special non-working days are:<br>a) Public Holidays;<br>b) The year-end break traditionally commencing on 16 December and ending the first week of January.    |
| 5.3.1           | The documentation required before commencing with the Works are:<br>1. Health and Safety Plan (Refer to Clause 4.3)<br>2. Initial Programme (Refer to Clause 5.6)<br>3. Insurance (Refer to Clause 8.6) |



|           |  |
|-----------|--|
| 5.3.2     | The time to submit the documentation before commencement of the Works is 14 days.  |
| 5.13.1    | The penalty for delay is R1000.00 per calendar day or part thereof.  |
| 5.14.1    | The requirements for achieving Practical Completion are for the intended volume of water delivery at each respective part of the Works, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer. |
| 5.16.3    | The latent defect liability period is 1 year after the issue of the Final Approval Certificate.  |
| 6.10.1    | The Contractor shall be allowed to submit to the Employer bi-weekly statements for payment.  |
| 6.10.1.5  | Advance on materials not yet built into the Permanent Works is not required.<br>The percentage advance on Plant not yet supplied to Site is 90%.   |
| 6.10.3    | The percentage retention is 1% of the tender sum (excluding CPA and VAT). The remainder of the retention withheld after Completion shall be released three months after Completion.  |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum is Not Required.   |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R2 000 000,00 (Two Million Rand).   |
| 8.6.1.3   | The limit of indemnity for liability insurance is R5 000 000,00 (Five Million Rand).   |
| 10.5.3    | The number of Adjudication Board Members to be appointed is One.   |

| Clause | Optional Data  |
|--------|--|
| 10.7.1 | The determination of disputes shall be by arbitration. |

Handwritten signatures and initials, including a large stylized signature, a smaller signature, and the initials 'ID' and 'OP'.

---

**PART 2  
PRICING DATA**

8 B  
d 102

|  | SUB-TOTAL    | TOTAL                |
|--|--------------|----------------------|
| <b>PART 1: Preliminary &amp; General</b>                       | 720 000.00   | 720 000.00           |
|  |              |                      |
| <b>PART 2: Raw Water Network for Plant 1</b>                   |              | 579 000.00           |
| 2.1 VALVE CHAMBERS - BASIL NEWMARK & BORE HOLE CONNECTION      | 118 000.00   |                      |
| 2.2 VALVE CHAMBER - NATURE RESERVE RES CONNECTION              | 63 000.00    |                      |
| 2.3 PIPELINE TO PLANT 1 (480 meter)                            | 398 000.00   |                      |
|  |              |                      |
| <b>PART 3: Plant 1 (Lower 4MI reservoir)</b>                   |              | 3 335 000.00         |
| 3.1 EARTHWORKS & CONCRETE (120m2) (SMALL WORKS)                | 215 000.00   |                      |
| 3.2 SLUDGE HANDLING  | 200 000.00   |                      |
| 3.3 PACKAGED WATER TREATMENT PLANT                             | 2 920 000.00 |                      |
|  |              |                      |
| <b>PART 4: Plant 2 (Badskop reservoir)</b>                     |              | 3 765 000.00         |
| 4.1 EARTHWORKS & CONCRETE (120m2) (SMALL WORKS)                | 185 000.00   |                      |
| 4.2 SLUDGE HANDLING  | 300 000.00   |                      |
| 4.3 PACKAGED WATER TREATMENT PLANT                             | 3 280 000.00 |                      |
|  |              |                      |
| <b>SUB TOTAL</b>   |              | <b>8 399 000.00</b>  |
| <b>CONTINGENCIES</b>   | 7.5%         | 629 925.00           |
| <b>TOTAL INCLUDING CONTINGENCIES</b>                           |              | <b>9 028 925.00</b>  |
| <b>VALUE ADDED TAX</b>   | 14%          | 1 264 049.50         |
| <b>TOTAL CARRIED TO PART C1.1 FORM OF OFFER AND ACCEPTANCE</b> |              | <b>10 292 974.50</b> |




| DESCRIPTION   | UNIT | QTY | RATE<br>(Rand) | AMOUNT<br>(Rand)  |
|---|------|-----|----------------|-------------------|
| <b>SECTION 1: PRELIMINARY &amp; GENERAL</b>   |      |     |                |                   |
| GENERAL   |      |     |                |                   |
| Contractual Requirements  | Sum  | 1   | 172 400.00     | 172 400.00        |
| Site Office and storage sheds   | Sum  | 1   | 45 000.00      | 45 000.00         |
| Accommodation   | Sum  | 1   | 35 000.00      | 35 000.00         |
| Temporary Ablution facilities   | Sum  | 1   | 6 500.00       | 6 500.00          |
| Tools and equipment   | Sum  | 1   | 65 000.00      | 65 000.00         |
| Water supplies, electric power and communications   | Sum  | 1   | 10 000.00      | 10 000.00         |
| Surveyor services, beacons  | Sum  | 1   | 8 500.00       | 8 500.00          |
| Removal of Site Establishment   | Sum  | 1   | 14 000.00      | 14 000.00         |
| Laboratory Services (Materials, Soil, Water)  | Sum  | 1   | 35 000.00      | 35 000.00         |
| Provision of site security  | Sum  | 1   | 25 000.00      | 25 000.00         |
| Environmental Impact Assessment - Scoping and registration  | Sum  | 1   | 12 000.00      | 12 000.00         |
| Construction Environmental Management Programme   | Sum  | 1   | 5 600.00       | 5 600.00          |
| Safety Plan in terms of Occupational Health and Safety Act (Act No 85) and the Construction Regulations   | Sum  | 1   | 18 000.00      | 18 000.00         |
| Information Gathering, Design and Engineering of the works including submission of Contractor's Documents | Sum  | 1   | 230 000.00     | 230 000.00        |
| Engineering documents, drawings and O&M manuals   | Sum  | 1   | 38 000.00      | 38 000.00         |
|   |      |     |                | -                 |
|   |      |     |                | -                 |
|   |      |     |                | -                 |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b>   |      |     |                | <b>720 000.00</b> |






---

**PART 3**  
**SCOPE OF WORK**

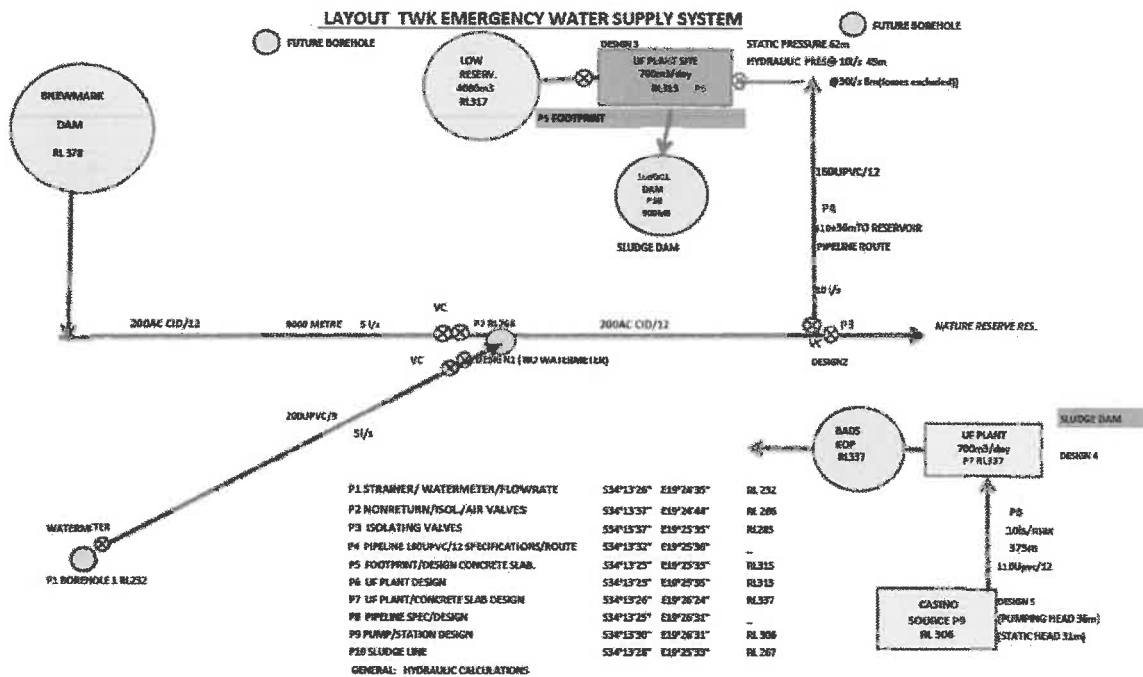
Handwritten signatures and initials in the bottom right corner of the page. There are four distinct marks: a large, stylized signature on the left, a smaller signature to its right, a set of initials below the first signature, and another set of initials to the right of the second signature.

## Scope of Work

The Works are situated in the vicinity of Caledon in the Overberg District of the Western Cape, South Africa.

Municipal water for Caledon is sourced from the Theewaterskloof Dam and is treated by Overberg Water. During the current drought, the exploration for and exploitation of new drinking water sources became an urgent priority. Three raw water sources were identified. These include the Basil Newmark Dam, Caledon borehole and warm water borehole at Caledon Spa.

The Works comprise the design, supply, installation and commissioning of:



### Part 1 - Civil and mechanical installations

Refer positions P1 – P10 diagram above:

#### P1 – Excluded from Contractor's Scope. Employer's responsibility

- Existing borehole
- Pipes
- Pump
- Switchgear
- Water meter

#### P2 – Combine pipelines from Basil Newmark Dam and borehole 1

- 2 x Valve chambers, lockable
- 2 x Isolating valves
- 2 x Non-return valves
- Air valve and pipework

- P3 – Turn-off main supply line to UF plant / recreational area
- 2 x Valve chambers, lockable
  - 2 x Isolating valves and pipework
- P4 – Build 550 metre 160UPVC / 12 pumping pipeline to UF plant 1
- Pipe bridges
  - Off-take points to plant
  - Inlet to 4000m<sup>3</sup> reservoir
- P5/6 – UF Plant 1 - 700m<sup>3</sup>/day
- Reinforced concrete footprint
  - Refer Part 2 below for containers, membranes, pumps, dosing equipment, water meters, switch gear etc.
- P7 – UF Plant 2 - 700m<sup>3</sup>/day
- Reinforced concrete footprint
  - Refer Part 3 below for containers, membranes, pumps, dosing equipment, water meters, switch gear etc.
- P8 – Excluded from Contractor's Scope. Employer's responsibility
- Pipeline from casino pump station at Caledon Spa to UF plant 2
- P9 – Excluded from Contractor's Scope. Employer's responsibility
- Pump Station
  - Pump
  - Pipework and appurtenances
  - Switchgear
- P10 – Sludge dam facilities at two UF plants
- Sludge lagoon or existing reservoir as sludge dam
  - Sludge lines
  - Sludge pumps etc.

## Part 2 – Caledon Plant No.1 at Lower 4MI Reservoir

The Design, Manufacture, Supply and Commissioning of:

- Earthworks & concrete (small works)
- Sludge drying beds
- Packaged water treatment plant to produce 700 kl/day potable water conforming to SANS 241:2011. Stabilisation for corrosion control will be included. Design based on available raw water quality.
- Instrumentation and telemetry for effective monitoring and documentation.

The first treatment plant will be located at the existing 4 Ml potable lower water reservoir. The raw water will be a blend of Basil Newmark Dam water and water from the Caledon borehole. The raw water will be supplied through one pipeline to the site, aerated and discharged into a raw water storage tank. The raw water will be treated and discharged into the 4 MI reservoir.

The 700m<sup>3</sup>/day treatment plant will incorporate of the following processes:

1. Aeration to remove excess carbon dioxide provide oxygen for oxidation of iron and manganese
2. pH adjustment for oxidation processes
3. In-line coagulation for improved removal of organic substances (surface water)
4. Course screening to protection of downstream membranes against mechanical damage
5. Ultrafiltration (UF) for removal suspend solids, coagulated colloids and microbes. The UF system will also include:
  - Automatic backwashing

Handwritten signatures and initials, including a large stylized signature, a smaller signature, and the initials 'RB' and '20'.

- Automatic Chemically Enhanced Backwash (CEB)
  - Manual Clean-In-Place (CIP)
6. Disinfection by sodium hypochlorite
  7. Stabilisation (partial) by sodium carbonate

Backwash water will be discharged to the existing unused reservoir where settled sludge will be removed periodically and the supernatant pumped back and blended with the raw water.

Filtration and dosing equipment will be housed within 6-meter ISO shipping containers.

### **Part 3 – Caledon Plant No. 2 at Badskop Reservoir**

The Design, Manufacture, Supply and Commissioning of:

- Earthworks & concrete (small works)
- Sludge drying beds
- Packaged water treatment plant to produce 700 kl/day potable water conforming to SANS 241:2011. Stabilisation for corrosion control will be included. Design based on available raw water quality.
- Instrumentation and telemetry for effective monitoring and documentation.

The second treatment plant will be located at the Badskop potable water reservoirs. The raw water will be abstracted from one of the Casino's rock pools and discharged into the existing reservoir after treatment. This water source contains very high amounts of iron and manganese, therefore would require extended oxidation facilities and retention time.

The 700m<sup>3</sup>/day treatment plant will incorporate of the following processes:

1. Aeration to provide oxygen for oxidisation of iron and manganese
2. pH adjustment to increase oxidisation rate
3. Up-flow roughing filter using a catalytic media to promote oxidation and remove the bulk of the iron and manganese.
4. Inline coagulation for improved removal of organic substances
5. Course screening to protection of downstream membranes against mechanical damage
6. Ultrafiltration (UF) for removal suspend solids, precipitated metals, coagulated colloids and microbes. The UF system will also include:
  - Automatic backwashing
  - Automatic Chemically Enhanced Backwash (CEB)
  - Manual Clean In Place (CIP)
7. Disinfection by sodium hypochlorite
8. Stabilisation (partial) by sodium carbonate

Backwash water will be discharged to sludge drying beds and filtered water will be reused after blending with the raw water.

Filtration and dosing equipment will be housed within 6-meter ISO shipping containers.

All work will be completed in accordance with the relevant South African regulations and SANS standards including but not limited to:

|               |   |
|---------------|---|
| SANS 1200     | Standardized Specification for Civil Engineering Construction |
| SANS 241:2011 | Drinking Water Standards                                      |
| SANS 142      | Electrical Low Voltage Installations                          |

Handwritten signatures and initials, including a large stylized signature, a lightning bolt symbol, and the date '10/2/20'.



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 02/2017/18

DESIGN, MANUFACTURE, INSTALL AND COMMISSION TREATMENT PLANTS

### C1.3 Occupational Health and Safety Agreement

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

Ikusasa Chemicals (Pty.) Ltd

(Contractor/Mandatory/Company/CC Name)

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

I, Andrew Theunissen

representing

Ikusasa Chemicals (Pty.) Ltd

, 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: 2476-606-0521

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.

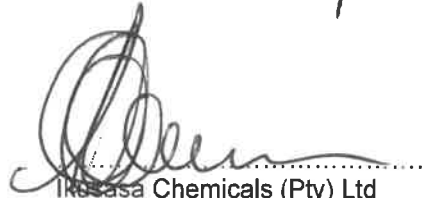


I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

SIGNED AT Somerset West ON THIS 6<sup>th</sup> DAY OF July 2017



.....  
Theewaterskloof Municipality

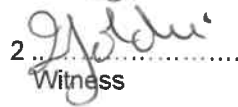


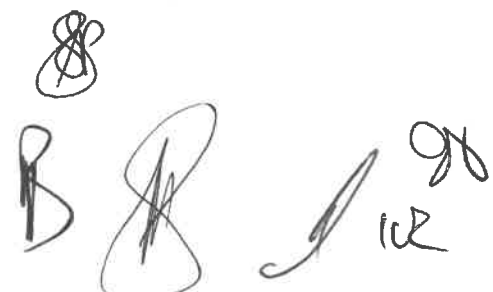
.....  
Ixosasa Chemicals (Pty) Ltd

1   
.....  
Witness

2 .....  
Witness

1   
.....  
Witness

2   
.....  
Witness



## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he 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.

Handwritten signatures and initials in black ink, including a large stylized signature, a smaller signature, and the initials 'JR' and '80'.

---

**PART 4**  
**SITE INFORMATION**

Handwritten signature and initials in the bottom right corner. The signature is a cursive name, possibly 'D. J. ...', and the initials are 'DJ'.

Detailed Site Information was not provided. The Contractor was given access to the Site prior to appointment in order to assess the Site conditions and services.

Handwritten signatures and initials in the bottom right corner of the page. There are four distinct marks: a large, stylized signature on the left, a smaller signature above it, and two sets of initials on the right.