



6.12 Annexure M - Design Indemnity Form



**Request for Proposals for the Construction of a Hot Isostatic Press Facility at CSIR - Pretoria Site
Council for Industrial and Scientific Research (CSIR)
Form of Indemnity for Design Work
Date: September 2021**

FORM OF INDEMNITY FOR DESIGN WORK

I/ We, the undersigned, hereby:

1. Warrant and undertake unto and in favour of the, Employer, the Architect, the Consulting Engineer and other agents that:
 - a) I/We, insofar as the contract works relating to my/our foregoing tender have been or will be designed by me/us, have exercised and shall exercise due and proper skill and care in such design; and
 - b) I/We, insofar as any part of the materials or goods for the contract works relating to my/our foregoing tender have been or will be selected by me/us, have exercised and shall exercise due and proper skill and care in such
 - c) I/We shall comply with and satisfy any performance specification or requirement insofar as such performance specification or requirement is included or referred to in my/our foregoing tender.
2. Undertake and shall be obliged to pay and make good to the Employer all damages which the Employer may suffer as a result of my/our non-compliance with the warranties as set out in paragraph 1 above.
3. Indemnify the Employer, the Architect, the Consulting Engineer and other agents and hold them blameless and free of claims and proceedings of whatsoever nature, instituted against them or any one or more of them by any person whatsoever (included by the Employer) in respect of or arising from the design of the contract works relating to my/our foregoing tender, insofar as such design has or shall be made by me/us or from the use of any materials or goods for the contract works relating to my/our foregoing tender insofar as such material or goods have been or shall be selected by me/us, or from my/our failure to comply with and satisfy any performance specification or requirement used included or referred to in my/our foregoing tender.

For purposes of this warranty and indemnity the terms: the Employer, the Architect, the Consulting Engineer and other agents shall mean the persons so appointed by the Employer for the purposes of this contract.

Except to the extent as set out in this warranty and indemnity, nothing herein contained shall create any privity of contract between the Employer and myself/ourselves. This warranty and indemnity shall become of force and effect in the event of my/our foregoing tender being accepted by the Employer with or without any modification, and shall in such an event for all purposes be deemed to have been accepted by the Employer, the Architect, the Consulting Engineer and other agents.

Date:	
Signature:	
Name of Signatory:	
Name of Contractor represented by Signatory:	