



**RUSTENBURG LOCAL MUNICIPALITY**



**RUSTENBURG LOCAL MUNICIPALITY**

**CONTRACT NO: RLM/DRT/0152/2024/25**

**RE- ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**NAME OF BIDDER: .....**

**BID PRICE: ..... (Vat Incl)**

Prepared by:

**RUSTENBURG  
LOCAL MUNICIPALITY  
CNR BEYERS NAUDE AND MANDELA DRIVE  
RUSTENBURG  
014 590 3111**

**BID CLOSES: 10:00**

**DATE : 25/06/2025**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYSICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
<b>CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY</b>	
<b>CRS NUMBER</b>	
<b>BID INFORMATION (TIME AND DATE OF CLOSER)</b>	DATE:  TIME:
<b>BID PRICE (VAT INCLUSIVE)</b>	

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## BID PROCESS CRITERIA LIST

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

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**TENDERING PROCEDURES:**  
**DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

A bid not complying with the requirements stated hereunder will be regarded as an “Unacceptable bid”, and as such will be rejected.

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

**Important information to note:**

1. Bidder should not remove any page from the bid document or submit a copy of the original bid document.
2. The bid document should not be completed using a pencil or any other colour ink. Only black ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid should be properly signed by the designated signatory contained in the tender document.
4. The bidder should not attempt to influence the evaluation and/or awarding of the contract.
5. The bid should not submit after the relevant closing date and time.
6. Failure to complete and sign and / or disclose wrong information in any of the declaration forms.
7. Compulsory questionnaires must be fully completed and signed.  
**NB!** In the case of Joint Venture separate compulsory questionnaire forms must be completed and submitted.
8. The bidder must in the case of Joint Venture submit separate MBD 5 forms for each partner.
9. In the case of multi directors or joint venture, the bidder must submit separate MBD 4 declaration forms for each director.
10. Bid documents must be in envelopes that clearly marked with the bid number and description.
11. Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
12. Bidder must be registered with Central Supplier Database (CSD)

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## RUSTENBURG LOCAL MUNICIPALITY

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13. The bidder must attach the following documents:

- A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
- Required CIDB Grading Certificate where applicable.
- The authority of signatory (printed on bidder's letter head) if the tender is a CIDB related project.
- A copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
- **Municipal rates and taxes statements of the directors**
  - ✓ Current municipal rates and taxes statement in the names of the director (from the previous month determined by the date of tender closure) for each directors' address must be attached; or
  - ✓ Valid lease agreement of the director/s with all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc) or,
  - ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
  - ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.
- **Municipal rates and taxes statements of the company**
  - ✓ Current municipal rates and taxes statement in the name of the company (from the previous month determined by the date of tender closure) for the company's' address must be attached; or
  - ✓ Valid lease agreement of the company (showing all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc), or
  - ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
  - ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

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**NB!!**

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report.

- ✓ For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.
- ✓ For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.

14. The bidder must comply with the following:

- Bidders must submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)

**VERIFICATION OF DOCUMENTS AND INFORMATION.**

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- CIDB Grading will be verified.

Sworn Affidavits will be accepted only if its originals submitted.

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RUSTENBURG LOCAL MUNICIPALITY

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## BID NOTICE

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

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**TENDER ADVERTISEMENT**

<u>BID NO.</u>	<u>DESCRIPTION</u>	<u>DOC. FEES (NON-REFUNDABLE)</u>	<u>EVALUATION CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSORY BRIEFING SESSION</u>	<u>CLOSING DATE</u>
RLM/DRT/0152/2024/25	RE- Advert Appointment of one or more service providers for the rehabilitation of damaged surfacing foundation layers, resealing and roads maintenance of various areas within the Rustenburg Local Municipality as and when required for a period of 36 months	<p><b><u>TENDER DOCUMENT AMOUNT</u></b> R 5 000.00</p> <p><b><u>REFERENCE NUMBER:</u></b> 0152+Company name</p> <p><b><u>BANK NAME</u></b> Standard Bank</p> <p><b><u>ACCOUNT NUMBER:</u></b> 033 054 657</p>	<ul style="list-style-type: none"> <li>❖ Administrative evaluation (document completion and attachment of all mandatory documents as listed in the tender document) to include all necessary certifications.</li> <li>❖ CIDB Grading 6SB or higher</li> <li>❖ Functionality minimum qualifying score 80 out of a maximum of 100 points.</li> <li>❖ 90/10 preferential point system (price = 80 &amp; Specific goals = 20)</li> <li>❖ <b>NB! That no other evaluation criterion should be used</b></li> </ul>	<p><b><u>TECHNICAL</u></b> Mr K Maloka 014 590 3052 <a href="mailto:kmaloka@rustenburg.gov.za">kmaloka@rustenburg.gov.za</a></p> <p><b><u>SCM</u></b> Ms O Serole 014 590 3355 <a href="mailto:oserole@rustenburg.gov.za">oserole@rustenburg.gov.za</a></p>	<p><b><u>Date:</u></b> 13 June 2025</p> <p><b><u>Time:</u></b> 11H00</p> <p><b><u>Venue:</u></b> RRT offices situated at 156 Bethlehem Depot, Rustenburg</p>	<p><b><u>Date:</u></b> 25 June 2025</p> <p><b><u>Time:</u></b> 10H00</p>

1. Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
2. All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.
3. The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
4. Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
5. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant
6. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
7. Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
8. Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.

**TERMS OF REFERENCE  
(SPECIFICATIONS)**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**RE- Advert Appointment of one or more service providers for the rehabilitation of damaged surfacing foundation layers, resealing and roads maintenance of various areas within the Rustenburg Local Municipality as and when required for a period of 36 months (RLM/DRT/0152/2024/25)**

**1. SPECIFICATIONS:**

- a. New COTO standard specifications for roads and Bridge Works for South Africa.**
- b. The Bitumen and Bituminous products must comply with the relevant SABS specifications**
- c. LIST OF STANDARD SPECIFICATIONS AND CODES OF PRACTICE TO WHICH REFERENCE IS MADE IN THE SPECIFICATIONS**

**SOUTH AFRICAN NATIONAL STANDARDS (SANS)**

**Reference:**

SANS 307 Penetration grade bitumen  
SANS 308 Cutback bitumen  
SANS 309 Anionic bitumen road emulsions  
SANS 1083 Aggregates from natural sources - Aggregates for concrete  
SANS 1090 Aggregates from natural sources - Aggregates for plaster and mortar  
SANS 986 Precast reinforced concrete culverts  
SANS 1023 Preformed elastomeric compression joint seals  
SANS 1024 Welded steel fabric for reinforcement of concrete  
SANS 1058 Concrete paving blocks  
SANS 5832 Organic impurities in fine aggregates (limit test)  
SANS 5836 Effect of fine and coarse aggregate on the shrinkage and expansion of cement: aggregate mixes (mortar prism method)  
SANS 5838 Sand equivalent value of fine aggregates  
SANS 5841 Aggregate crushing value of coarse aggregates  
SANS 5842 FACT value (10% fine aggregate crushing value) of coarse aggregates  
SANS 5846 Abrasion resistance of coarse aggregates (Los Angeles machine method)  
SANS 5847 Flakiness index of coarse aggregates  
SANS 5848 Polished stone value of aggregates  
SANS 5855 (1) Free water content of aggregates  
SANS 5856 Bulking of fine aggregates  
SANS 5862-1 Concrete tests - Consistence of freshly mixed concrete - Slump test  
SANS 5862-2 Concrete tests - Consistence of freshly mixed concrete -Flow test  
SANS 5862-3 Concrete tests - Consistence of freshly mixed concrete - Vebe test  
SANS 5862-4 Concrete tests - Consistence of freshly mixed concrete - Compacting factor and compaction index  
SANS 5863 Concrete tests - Compressive strength of hardened concrete  
SANS 5864 Concrete tests - Flexural strength of hardened concrete  
SANS 5865 Concrete tests - The drilling, preparation and testing for compressive strength of cores taken from hardened concrete  
SANS 10102-1 Selection of pipes for buried pipelines. Part 1: General provisions  
SANS 10102-2 Selection of pipes for buried pipelines. Part 2: Ridged pipes  
SANS 10109-1 Concrete floors part 1: Bases to concrete flooring  
SANS 10109-2 Concrete floors part 2: Finishes to concrete floors  
SANS 10161 The design of foundations for buildings  
SANS 10162-1 The structural use of steel. Part 1: Limit states design of hot-rolled steelwork  
SANS 10162-2 The structural use of steel. Part 2: Limit states design of cold formed steelwork  
SANS 10162-4 The structural use of steel. Part 4: The design of cold-formed stainless steel structural members  
SANS 10164-1 The structural use of masonry Part 1: Unreinforced masonry walling  
SANS 10164-2 The structural use of masonry Part 2: Structural design and

requirements for reinforced and pre-stressed masonry  
SANS 50197-1 Cement. Part 1: Composition, specifications and conformity criteria for common cements  
SANS 50197-2 Cement. Part 2: Conformity evaluation  
SANS 50413-1 Masonry cement. Part 1: Specification  
SANS 50413-2 Masonry cement. Part 2: Test Methods

### **TMH's & TRH's (Dept of Transport)**

TMH5 Sampling methods for road construction materials.  
TMH6 Special methods for testing roads.  
TRH5 Statistical concepts of quality control and their application in road construction.  
TMH1 Standard methods of testing road construction materials.  
TMH2 National standard for the spraying performance of binder distributors.  
TRH3 Surfacing seals for rural and urban roads and compendium of design methods for surfacing seals used in the RSA  
TRH8 Selection and design of hot-mix asphalt surfacing for highways  
TRH14 Guidelines for road construction materials

## **2. DESCRIPTION OF THE WORKS**

### **2.1 Employer's Objectives**

The employer's objective is to appoint a panel of contractors for the rehabilitation of damaged surfacing, foundation layers, resealing and road maintenance on various areas within the Rustenburg local municipality, as and when required for a period of 36 months. The works in this contract are to be executed by using conventional construction methods as well as Labour intensive construction methods.

Rehabilitating damaged roads is essential for various technical reasons, primarily to ensure longevity safety, and functionality of the transportation infrastructure.

Roads that are in poor condition pose significant safety risks to motorists. Rehabilitating damaged roads improves surface quality, reducing the likelihood of accidents and ensuring safer travel for all road users.

Rehabilitating roads is imperative to address the pressing issues of damaged roads, damaged stormwater infrastructure, and aged transportation infrastructure in need of urgent maintenance and rehabilitation. This not only ensures safety and accessibility but also preserves the economic, social and functional aspect of transportation networks.

Ageing roads may have design flaws that compromise safety standards. Rehabilitation allows for the incorporation of modern engineering practices, making the roads safer and more accessible.

Think stormwater, roads, urban and rural, the needs of society

Successful road rehabilitation requires a holistic and systematic approach, combining various technical elements to achieve sustainable and durable results. Below are some of the goals we are aiming to achieve;

Prevention of water damage

- Water infiltration is a common cause of road damage. Cracks and potholes allow water to penetrate the road layers, leading to erosion, weakening of the subbase and eventually causing structural failure.
- Rehabilitation activities often involve resealing cracks and improving drainage systems to prevent water-related damages.

Extension of service life

- Regular rehabilitation can extend the service life of a road, postponing the need for more extensive and costly reconstruction
- By addressing issues early, rehabilitation helps preserve the road's structural integrity and functionality, saving both time and resources in the long run.

Compliance with standards and regulations

- Rehabilitation activities ensure that roads meet current engineering standards and safety regulations. Compliance is crucial for maintaining the quality and safety of transportation infrastructure.

## 2.2 Overview of the Works

Maintenance types:

- Periodic Maintenance / Routine Road maintenance/ Preventative Road Maintenance
- Emergency Road Maintenance/ Remedial Road Maintenance
- Reactive Road Maintenance
- Preventative Road Maintenance

Planned Maintenance and rehabilitation of damaged surfacing, foundation layers the resurfacing and road markings thereof on tendered rates and subject to availability of budget.

### Extent of the Works

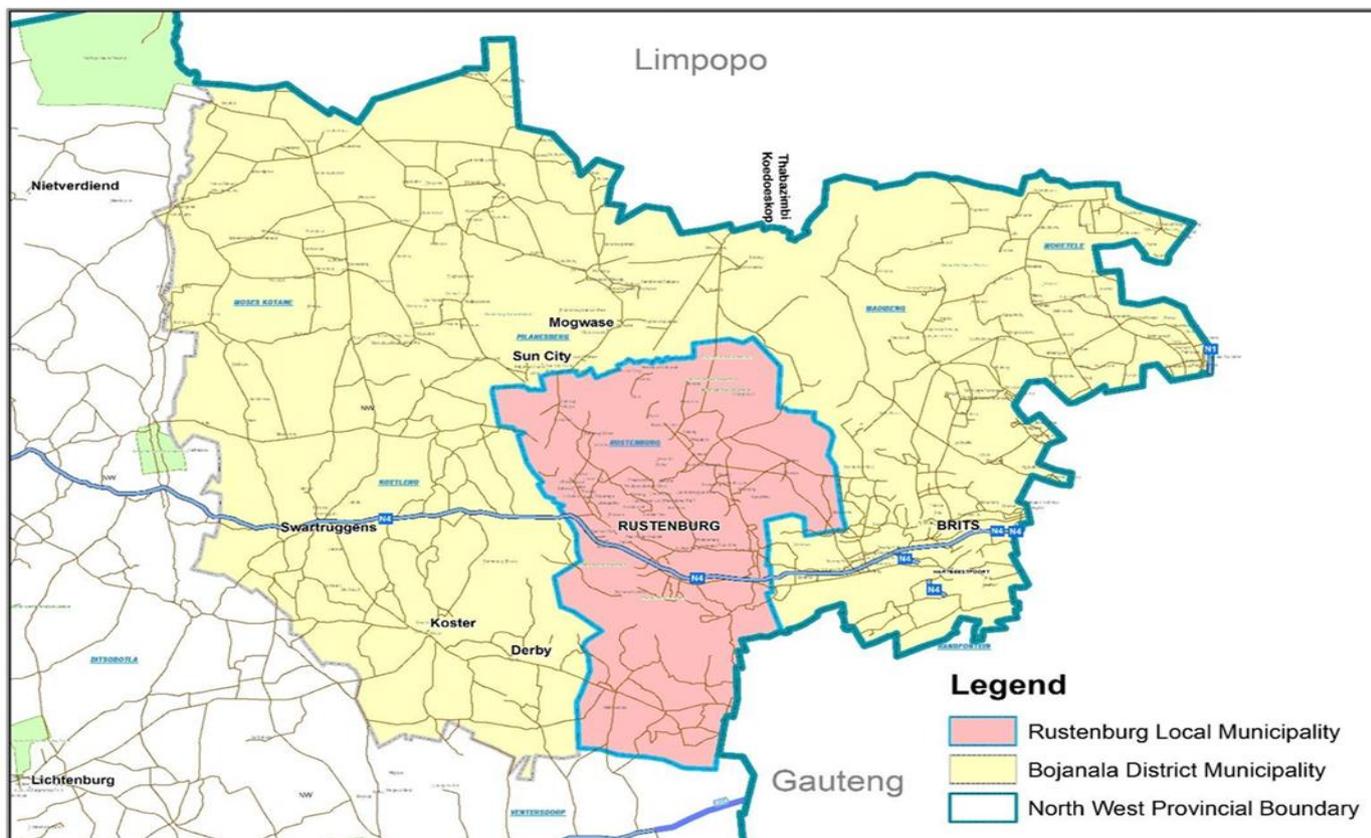
(a) Conventional as well as Labour intensive construction methods

The following construction activities are to be executed.

- Contractors' general obligations and traffic accommodation.
- Replacing of surfacing, foundations layers and sealing of cracks on existing bituminous road surfaces.
- Resurfacing with bituminous asphalt on existing bituminous road surfaces.
- Resealing with bituminous slurry seals on existing bituminous road surfaces.
- Repair and maintenance of inlet and outlet structures
- Cleaning of Concrete Drains and channels including inlet and outlet structures.
- Grass cutting, General mowing, Shoulder and Median mowing and Removal/ Physical Eradication of Undesirable Vegetation.

## 3. LOCATION OF SITE

- Various Regions and wards within the Rustenburg Local municipality jurisdiction.  
Ward and locality Map.



#### 4. SCOPE OF WORKS

This tender for the rehabilitation of damaged surfacing, foundation layers, resealing and road maintenance on various areas within the Rustenburg local municipality: three-year period, as and when required.

**4.1** Replacing of surfacing and foundations layers/sealing of cracks. See section 608: Standard Specifications for Municipal Civil Engineering works

**4.2** Resealing with bituminous asphalt on existing bituminous road surfaces  
See section 606: Standard Specifications for Municipal Civil Engineering works

**4.3** Resealing with bituminous slurry seals on existing bituminous road surfaces  
See section 607: Standard Specifications for Municipal Civil Engineering works

#### 5. MATERIALS

The grading of the stone and mix proportions must be within the following limits (sieves to comply with the requirements of COLTO Table 4202/7) below:

Percentage passing through sieve by Mass	Sieve Size (mm):	Continuously Graded	
		Medium	Fine
	13.2	100	-
	9.5	82-100	100
	4.75	54-75	64-88
	2.36	35-50	45-60
	1.18	27-42	35-54
	0.600	18-32	24-40
	0.300	11-23	16-28
	0.150	7-16	10-20
	0.075	4-10	4-12
Nominal Mix proportions by Mass	Aggregate	93,5 %	93,0 %
	Bitumen Grade	5,5 %	6 %
	Active Filler	1 %	1 %

The Aggregate Crushing Value of the aggregate stone must be less than 25%

#### 6. ESTABLISHMENT

6.1. The successful contractor will be required to establish on site within 5 working days of the date of an official order placed, failing which a penalty of R10000/day will apply for each day in breach.

6.2. The contractor will be compensated at the tendered rate for each time he is required to provide the services within the Rustenburg Local Municipality area.

#### 7. TENDER OFFER VALIDITY

The tender offer validity period is 90 days.

#### 8. TENDER EVALUATION

The quantities in the pricing schedule are for a fictitious project and are used only for tender evaluation purposes. Following appointment of the successful tenderer, the tendered rates will be used for the pricing of each project

#### 9. SUBCONTRACT

As per Rustenburg Local municipality local economic Development policies

#### 10. TENDER PERIOD

The tender period shall be from for 36 months as and when required.

#### 11. ESCALATION

Escalation of per annum will be applicable as from year two (2) and year Three (3) as per CPIX

**12. PENALTIES**

The contract period for each project will be determined and agreed upon by the municipality in consultation with the contractor. A penalty of R 4500 per day for late completion will be deductible from any monies due.

**13. CLARIFICATION MEETING**

A compulsory site clarification meeting must be attended by prospective tenderers, failing which the tender will not be considered, information on the compulsory clarification meeting: Date:

13 June 2025, Time: 11H00, Venue: RRT offices situated at 156 Bethlehem Depot, Rustenburg

<b>SIGNATURE</b>		<b>NAME(PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**14. ACCOMMODATION OF TRAFFIC**

14.1. It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The contractor will be held responsible for all site safety and must take all necessary steps to ensure his own worker's and the public's safety while applying the road markings

14.2. Warning signage shall be in accordance with the South African Road Traffic Sign Manuals and any other applicable legislation for the painting of road markings. Failing to comply will result in a penalty of R5,000 per occurrence being applied.

**15. STANDARDS FOR CONSTRUCTION WORKS**

The COLTO Standard Specification for Roads and Bridge Works for State Road Authorities 1998 as well as the GCC 2004, NEW COTO standards and specifications, and any amendments thereto, will apply

**16. PRICING SCHEDULE**

<b>NOTE:</b>
1. All delivery costs <b>MUST</b> be included in the bid price, for delivery at the prescribed destination.
2. Document <b>MUST</b> be completed in non-erasable black ink.
3. <b>NO</b> correction fluid/tape may be used.
4. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Rustenburg local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Rustenburg local Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

## **FUNCTIONALITY**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

NB: For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of 80 out of 100 points for functionality.

Rustenburg Local Municipality reserves the right to verify all the information provided.

Values: non-submission=0, 1 = Poor, 3 =Good, 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
<b>Company experience</b>		<b>15</b>			
1.1 Company experience in Road Rehabilitation projects, please attach appointment letters and completion certificates not older than 5 years. <b>NB! Contract amounts will not be considered on cumulative basis</b>					The bidder must provide contactable references with Appointment letters with the following: - Period of Contract, Type of Service, as well as the value of the contract the reference letter. All letters must be on a letterhead from a legally registered entity
	R20 million and above <b>(Value= 5)</b>				
	R13 – R19.9 million <b>(Value = 3)</b>				
	R5 - R12.9 million <b>(Value = 1)</b>				
	R1 - R4.9 million <b>(Value = 0)</b>				
<b>d. Plant and Equipment</b>					
<b>Smooth drum vibratory roller (10 ton or above)</b>		<b>5</b>			<b>Submission of Ownership of Equipment, (attach certified Proof of Ownership or Letter of intent for Rental)</b>
	Owned <b>(Value= 05)</b>				
	Hired <b>(Value= 03)</b>				
	No plant or less than required <b>(Value = 0)</b>				
<b>2.1. 2 Tipper truck (10 m<sup>3</sup>)</b>		<b>5</b>			<b>Submission of Ownership of Equipment, (attach certified Proof of Ownership or Letter of intent for Rental)</b>
	Owned <b>(Value= 05)</b>				
	Hired <b>(Value= 03)</b>				
	No plant or less than required <b>(Value = 0)</b>				
<b>2.1.3 Paver (3m Paving Range)</b>		<b>5</b>			<b>Submission of Ownership of Equipment, (attach certified Proof of Ownership or Letter of intent for Rental)</b>
	Owned <b>(Value= 05)</b>				
	Hired <b>(Value= 03)</b>				
	No plant or less than required <b>(Value = 0)</b>				

<b>2.1.4 Milling machine (2m Milling Range)</b>		<b>5</b>		<b>Submission of Ownership of Equipment, (attach certified Proof of Ownership or Letter of intent for Rental)</b>	
	Owned <b>(Value= 05)</b>				
	Hired <b>(Value= 03)</b>				
	No plant or less than required <b>(Value = 0)</b>				
<b>2.1.5 Pneumatic Roller (1500 Compaction Width)</b>		<b>5</b>		<b>Submission of Ownership of Equipment, (attach certified Proof of Ownership or Letter of intent for Rental)</b>	
	Owned <b>(Value= 05)</b>				
	Hired <b>(Value= 03)</b>				
	No plant or less than required <b>(Value = 0)</b>				
	Owned <b>(Value= 05)</b>				
<b>e. Key Personnel</b>					
<b>3.1.1 Project Manager Experience</b>		<b>5</b>		<b>3–4 page comprehensive CV with clear experience in rehabilitation of roads, resealing and pothole patching and roads and stormwater maintenance projects.</b>	
	12 Years' and above experience <b>(Value = 5)</b>				
	9 – 11 Years' experience <b>(Value = 3)</b>				
	5 – 8 Years' experience <b>(Value = 1)</b>				
	1 – 4 Years' experience <b>(Value = 0)</b>				
<b>3.1.1 Project Manager Qualification</b>		<b>10</b>		<b>Attach a certified copy of relevant minimum qualification NQF level 7 qualification in Civil Engineering</b>	
	Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 5)</b>				
	No Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 0)</b>				
<b>3.2 Contracts Manager Experience</b>		<b>5</b>		<b>3-4 page comprehensive CV with clear experience in rehabilitation of roads, resealing and pothole patching and roads and stormwater maintenance projects.</b>	

	12 Years' and above experience <b>(Value = 5)</b>				
	9 – 11 Years' experience <b>(Value = 3)</b>				
	5 – 8 Years' experience <b>(Value = 1)</b>				
	1 – 4 Years' experience <b>(Value = 0)</b>				
<b>3.2.1 Contracts Manager Experience</b>		<b>10</b>		<b>Attach a certified copy of relevant minimum qualification NQF level 7 qualification in Civil Engineering</b>	
	Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 5)</b>				
	No Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 0)</b>				
<b>3.3 Site Agent Experience</b>		<b>5</b>		<b>3 – 4 page comprehensive CV with clear experience in rehabilitation of roads, resealing and pothole patching and roads and stormwater maintenance projects.</b>	
	10 Years' and above experience <b>(Value = 5)</b>				
	6 – 9 Years' experience <b>(Value = 3)</b>				
	3 – 5 Years' experience <b>(Value = 1)</b>				
	1 – 2 Years' experience <b>(Value = 0)</b>				
<b>3.3.1 Site Agent Qualification</b>		<b>5</b>		<b>Attach a certified copy of relevant minimum qualification NQF level 7 qualification in Civil Engineering</b>	
	Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 5)</b>				
	No Registered Professional Engineer or Technologist with NQF level 7 <b>(Value = 0)</b>				
<b>3.4 Health and Safety Officer Experience</b>		<b>5</b>		<b>3 – 4 page comprehensive CV with clear experience in rehabilitation of roads,</b>	

				<b>resealing and pothole patching and roads and stormwater maintenance projects.</b>
	10 Years' and above experience <b>(Value = 5)</b>			
	6 – 9 Years' experience <b>(Value = 3)</b>			
	3 – 5 Years' experience <b>(Value = 1)</b>			
	1 – 2 Years' experience <b>(Value = 0)</b>			
<b>3.4.1 Health and Safety Officer Qualification</b>	<b>5</b>			<b>Attach a certified copy of relevant minimum qualification NQF level 6 in Safety Management</b>
	Health and Safety Officer with NQF level 6 <b>(Value = 5)</b>			
	No Health and Safety Officer with NQF level 6 <b>(Value = 0)</b>			
<b>Bank Rating</b>	<b>10</b>			<b>Letter from the bank showing the company's bank rating (R30 million for a period of 12 months)</b>
	Bank Rating A-B <b>(value=5)</b>			
	Bank Rating C <b>(Value=3)</b>			
	Bank Rating D-E <b>(Value=1)</b>			
	Bank Rating E <b>(Value=0)</b>			
<b>TOTAL</b>	<b>100</b>			

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad}{500} \times 100 =$$

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 80 out of a maximum of 100 points.

**NB! For item 3.1, 3.2 and on the functionality, please attach an organogram indicating the positions of personnel.**

The tenderer will be required to achieve a minimum score of 80 points in the technical evaluation to be considered further in the valuation process.

The Preference Points System assigns a score to each tenderer tender price and on the tenderer's B-BBEE status. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.

The weighting of tender Price and Preference for the tender will be done by way of a point system:

In the case of acquisition of services, works or goods up to a Rand value below R50 million:

- 80 points are assigned to Price; and
- 20 points are assigned to Preference.

The total points for Price and Preference in each case above must add up to 100 points. Points scored will be rounded off to the nearest 2 decimal places.

## **AUTHORITY FOR SIGNATORY**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**SIGNATORY AUTHORISATION**

**FORM T2.2.2: AUTHORITY OF SIGNATORY**

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by: (Mark applicable block)

a company, and attach hereto a certified copy of the required resolution of the Board of directors

a partnership, and attach hereto a certified copy of the required resolution by all partners

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting a tender

a joint venture, and attach hereto

- a) an notarially certified copy of the original document under which the joint venture was constituted; and
- b) certified authorised by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

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

**PLEASE NOTE:**

**Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.**

**The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.**

**MBD 1  
INVITATION TO BID**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**PART A  
MBD 1**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
<b>BID NUMBER:</b>	RLM/DRT/0152/2024/25	<b>CLOSING DATE:</b>	25 June 2025	<b>CLOSING TIME:</b>	10H00
<b>DESCRIPTION</b>	RE- ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
<b>RUSTENBURG LOCAL MUNICIPALITY</b>					
<b>MISSIONARY MPHENI HOUSE</b>					
<b>CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG</b>					
SUPPLIER INFORMATION					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	
		<b>[IF YES ENCLOSE PROOF]</b>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<b>[IF YES, ANSWER PART B:3]</b>	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>				<b>TOTAL BID PRICE</b>	R
<b>SIGNATURE OF BIDDER</b>		.....		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
<b>DEPARTMENT</b>	SCM		<b>CONTACT PERSON</b>	Mr. K. Maloka	
<b>CONTACT PERSON</b>	Ms. O. Serole		<b>TELEPHONE NUMBER</b>	014 590 3052	
<b>TELEPHONE NUMBER</b>	014 590 3355		<b>E-MAIL ADDRESS</b>	<a href="mailto:kmaloka@rustenburg.gov.za">kmaloka@rustenburg.gov.za</a>	
<b>E-MAIL ADDRESS</b>	<a href="mailto:oserole@rustenburg.gov.za">oserole@rustenburg.gov.za</a>				

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	<b>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</b>
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	<b>THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	<b>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b>
2.2	<b>BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</b>
2.3	<b>APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</b>
2.4	<b>FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</b>
2.5	<b>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</b>
2.6	<b>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</b>
2.7	<b>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</b>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

**DATE:** .....

# MBD 3.1 PRICING SCHEDULE

PART A  
MBD 3.1

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time .....	Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
		.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

## **BILL OF QUANTITIES/ PRICING SCHEDULE**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**REFER TO  
ANNEXURES FOR  
BOQ**

## **DECLARATION OF INTEREST**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**MBD 4: DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state<sup>1</sup>.

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1. Full Name of bidder or his or her representative: .....

2.2. Identity Number: .....

2.3. Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....

2.4. Company Registration Number: .....

2.5. Tax Reference Number: .....

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.8. Are you presently in the service of the state?

*(Tick applicable box)*

YES		NO	
-----	--	----	--

2.8.1. If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.9. Have you been in the service of the state for the past twelve months?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.9.1. If yes, furnish particulars.....

.....

2.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.10.1. If yes, furnish particulars.....

.....

2.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.12.1. If yes, furnish particulars.....

.....  
2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.13.1. If yes, furnish particulars.....  
.....

*2.14.* Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.14.1. If \_\_\_\_\_ yes, \_\_\_\_\_ furnish particulars.....

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE  
R10 MILLION (ALL APPLICABLE TAXES  
INCLUDED)**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT  
OF ONE OR MORE SERVICE PROVIDERS FOR THE  
REHABILITATION OF DAMAGED SURFACING  
FOUNDATION LAYERS, RESEALING AND ROADS  
MAINTENANCE OF VARIOUS AREAS WITHIN THE  
RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN  
REQUIRED**

**MBD 5  
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? 

*YES	NO
------	----

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 

*YES	NO
------	----

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 

*YES	NO
------	----

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name/s and Surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....**2025**  
Date

**MBD 6.1  
PREFERENCE POINTS CLAIM FORM**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 90/100 preference point system.
- b) The 80/20 will be applicable in this tender.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method

envisaged in legislation.

- (b) “**price**” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Valid Sworn Affidavit
Persons with Disability	2		Disability verification letter
Youth	4		Certified ID copy
Women	2		Certified ID copy
SMME's	2		Company registration
<b>Total</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

**[TICK APPLICABLE BOX]**

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
 .....

## **MBD 8**

### **DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT  
OF ONE OR MORE SERVICE PROVIDERS FOR THE  
REHABILITATION OF DAMAGED SURFACING  
FOUNDATION LAYERS, RESEALING AND ROADS  
MAINTENANCE OF VARIOUS AREAS WITHIN THE  
RUSTENBURG LOCAL MUNICIPALITY AS AND  
WHEN REQUIRED**

**MBD 8  
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all the bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST  
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9  
CERTIFICATE OF INDEPENDENT BID  
DETERMINATION**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT  
OF ONE OR MORE SERVICE PROVIDERS FOR THE  
REHABILITATION OF DAMAGED SURFACING  
FOUNDATION LAYERS, RESEALING AND ROADS  
MAINTENANCE OF VARIOUS AREAS WITHIN THE  
RUSTENBURG LOCAL MUNICIPALITY AS AND  
WHEN REQUIRED**

**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. I, the undersigned, in submitting the accompanying bid: **RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED** (Bid Number and Description) in response to the invitation for the bid made by:

**RUSTENBURG LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **CIDB DOCUMENTS**

**RLM/DRT/0152/2024/25–RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

## Contents

Number | Heading

### The Tender

#### Part T1: Tendering procedures

T1.1 | Tender Notice and Invitation to Tender

T1.2 | Tender Data

#### Part T2: Returnable documents

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### The Contract

#### Part C1: Agreement and Contract Data

C1.1 | Form of Offer and Acceptance

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C1.3 | Form of Guarantee

C1.4 | Occupational Health and Safety Agreement

#### Volume 3 – Book 2 of 3

#### Part C2: Pricing data

C2.1 | Pricing Instructions

C2.2 | Bills of Quantities

#### Volume 3 – Book 3 of 3

#### Part C3: Scope of Work

C3 | Scope of Work

#### Part C4: Site information

C4 | Site Information



## RUSTENBURG LOCAL MUNICIPALITY

### RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED

#### T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
F.1.1	The employer The employer is The Rustenburg Local Municipality.
F.1.3.2	Replace the contents of the clause with the following:  The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
F.2.1	Eligibility Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6SB class of construction work, are eligible to submit tenders.  Joint ventures are eligible to submit tenders provided that:  Every member of the joint venture is registered with the CIDB; The lead partner has a contractor grading designation in the 6SB or higher; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6SB or higher class of construction work.  Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.

Employer  
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Contractor

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**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause Number	Tender Data
F.2.1.	<p>Eligibility</p> <p>Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p>
F.2.2	<p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.</p>
F.2.7	<p>Clarification Meeting</p> <p>A Compulsory clarification briefing will be held on 13 June 2025 @ 156 Bethlehem drive, Rustenburg RRT Offices @ 11:00H</p>
F.2.10.5	<p>Pricing and tender offer</p> <p>Add the following to the clause:</p> <p>A digital copy of the Bill of Quantities can be obtained from E-Tender portal</p>
F.2.11	<p>Alterations to documents</p> <p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>

[Signature box]

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[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause  
Number

Tender Data

F.2.12

Alternative tender offers

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed.

Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.

No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

F.2.13

Submitting a tender offer

Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

F.2.13.2

Replace the contents of the clause with the following:

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Witness 1

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Contractor

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Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause  
Number

**Tender Data**

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in black ink.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

F.2.13.3

Parts of each tender offer communicated on paper shall be submitted as an original.

F.2.13.4

Add the following to the clause:

Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.

F.2.13.5

The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

F.2.15.1

Physical address and Location of tender box: Foyer of Missionary Mpheni House,  
c/o Beyers Naude and Nelson Mandela Drive,  
Rustenburg.

Identification details: BID NO: **RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED** and the closing date and time of the tender. Postal address: P O Box 550, Rustenburg, 0300

The name and address of the tenderer shall be entered on the back of the envelope.

F.2.13.9

Add the following to the clause:

Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

F.2.14

Information and data to be completed in all respects

Add the following to the clause:

The Tenderer is required to enter information in the following sections of the document:

Section T2.2 : Returnable Schedules Section

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Contractor

Witness 1

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**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause  
Number

Tender Data

Section C1.1 : Form of Offer and Acceptance Section  
Section C1.2 : Contract Data (Part 2) Section  
Section C2.2 : Bill of Quantities

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.

The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.

F.2.15.1

Closing Time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15.2

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16.1

Tender offer validity

The tender offer validity period is 90 days.

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Witness 2

Contractor

Witness 1

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**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause  
Number

Tender Data

F.2.16.1

Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

F.2.18

Provide other material

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Add the following to the clause:

Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.

F.2.20.

Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below.

The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.

F.2.22

Return of other tender documents

Return all retained tender documents prior to the closing time for the submission of Tender Offers.

F.2.23

Certificates

The tenderer is required to submit with his tender:  
a Certificate of Contractor Registration issued by the CIDB  
a copy of the CSD full report  
All documents stated as mandatory documents.

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Witness 1

Witness 2

Contractor

Witness 1

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**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

Clause Number	Tender Data
	Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions Tenders will be opened immediately after the closing time for tender
F.3.5	Two-envelope system A two-envelope procedure will not be followed.
F.3.11	Evaluation of Tenders The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 80/20 Preferential Point System).

**EVALUATION ON TENDER PRICE**

The following formula will be used to calculate the points for price.

$$Ps = x \left[ 1 - \frac{Pt - Pmin}{Pmin} \right]$$

where:

Ps = points scored for comparative price of tender under consideration

Pt = comparative price of tender under consideration

Pmin = comparative price of lowest acceptable tender

X = points assigned to price

NB: The lowest acceptable price will be based on the attached market analysis.

The following specific goals will be utilized for awarding of tenders. They can be applicable individually or wholly in awarding of points. The points will be allocated on merit per tender in line with the specification.

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Ownership	Points	Means of Verification
Rustenburg Jurisdiction	4	Proof of address as envisaged on the list of mandatory documents and a full Central Supplier Database full report will be used for verification and allocation of points.
Rural /Township Businesses	4	
Black People	2	
Persons with Disability	2	
Youth	4	
Women	2	
SMMEs	2	Company Registration Documents

Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

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#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

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Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### F.1.6 Procurement procedures

##### F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer

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may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as

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the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

#### F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meetings are stated in the tender data.

#### F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

#### F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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#### F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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F.2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

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Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

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- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum

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number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### F.3.10 Clarification of tender offers

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Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### F.3.11 Evaluation of tender offers

##### F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

##### F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

##### F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

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- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

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a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 + A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1*	Option 2*
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### RUSTENBURG LOCAL MUNICIPALITY

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1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
* $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration			

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO/MS$$

where: SO is the score for quality allocated to the submission under consideration;  
MS is the maximum possible score for quality in respect of a submission; and  
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

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- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify all other tenderers that their offers have not been accepted.

#### F.3.17 Provide copies of the contracts

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**T2.1 additional Returnable Documents**

Tenderers are required to submit the following with their tenders.  
Certified copy of a Workmen’s Compensation Certificate, Act 4 of 2002,  
Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,  
Curriculum vitae of the person who prepares the Contractor’s Health and Safety Plan.  
Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).  
Curriculum Vitae of all supervisory staff.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## T2.2.2: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise: .....			
Section 2: VAT registration number, if any: .....			
Section 3: CIDB registration number, if any: .....			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number .....			
Close corporation number .....			
Tax reference number .....			
Section 6: Record of service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity		
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature		
<input type="checkbox"/> a member of the board of directors of any municipal entity			
<input type="checkbox"/> an official of any municipality or municipal entity			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months
*insert separate page if necessary			

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Signed  
Name

\_\_\_\_\_

Date  
Position

.....

Enterprise name

\_\_\_\_\_

.....

.....

[Empty signature box]

Employer

[Empty signature box]

Witness 1

[Empty signature box]

Witness 2

[Empty signature box]

Contractor

[Empty signature box]

Witness 1

[Empty signature box]

Witness 2

**T2.2.3: Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . . , authorised signatory of the company . . . . .  
 . . . . . , acting in the capacity of lead partner, to  
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## T2.2.4: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.5: Schedule of Plant and Equipment**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.6: Schedule of the Tenderer's Experience**

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.7: FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	(     )	(     )
Fax number	(     )	(     )
Account number		

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.8: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.9: Supervisory and Safety Personnel

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts/Site Manager						
Qualified Electrician and MV Jointer						
Qualified Electrician and MV Linesman						
Construction Health and Safety Officer						
Contractors Surveyor						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

**Tender**  
**Part T2: Returnable Documents**

Employer

**T2.2**

Witness 1

Witness 2

Contractor

**Returnable Schedules**

Witness 1

Witness 2

T2.2.10: Labour Utilisation  
Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

**Tender T2.2**  
**Part T2: Returnable Documents**

**Returnable Schedules**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MAN DAYS

Categories	No. of Man Days		HDI (Y/N)
	Imported	Local	
Contracts Manager			
Site Agent			
Foreman/Supervisors (specify type)			
3.1 -----			
3.2 -----			
3.3 -----			
Safety Inspectors (specify type)			
4.1 -----			
4.2 -----			
5. Charge hands			
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Storeman			
9. Team Leader			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Categories	No. of Man Days		HDI (Y/N)
	Imported	Local	
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			

---

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.11: OCCUPATIONAL HEALTH AND SAFETY ACT:  
STATEMENT BY TENDERING ENTITY**

I, \_\_\_\_\_ duly  
authorised

to represent \_\_\_\_\_ (company  
name)

in my capacity as \_\_\_\_\_  
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons  
who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993  
(as amended) and all regulations promulgated from time to time, whilst performing work on  
\_\_\_\_\_

\_\_\_\_\_

I confirm that all employees who perform work on the site shall be properly trained to do this in a  
manner which is safe and without risk to health and safety to themselves and others in the vicinity and  
undertake to have our activities adequately supervised in the interest of health and safety.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.12: Site Inspection Certificate

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

Site Visit

This will certify that

representing

attended a Site Inspection for this Contract on 20\_\_\_\_\_

\_\_\_\_\_(signed)  
For the Engineer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**CONTRACT**  
**PART 1 (OF 4) : agreements and contract data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Deed of Guarantee (Pro Forma)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

### C1.1 Form of Offer and Acceptance

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**RLM/DRT/0152/2024/25 – RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);  
R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....  
Name .....  
Capacity .....

for the tenderer  
(Name and .....  
address of .....  
organization) .....

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name .....

Capacity .....

for the  
Employer Rustenburg Local Municipality  
Missionary Mpheni House  
c/o Beyers Naude & Nelson Mandela Drive  
Rustenburg

Name and ..... Date .....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

signature  
of witness

### Schedule of Deviations

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....  
Details .....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....

5 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 ..... Date .....  
Name .....  
Capacity .....

(Name and address of organization) .....

Name and signature of witness .....

for the Employer

Signature ..... Date .....  
Name .....  
Capacity .....

Rustenburg Local Municipality  
Missionary Mpheni House  
c/o Beyers Naude & Nelson Mandela Drive  
Rustenburg

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## C1.2 Contract Data

### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 2nd Edition (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za).

### CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

#### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	Add the following to the end of this definition: This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 6 Months.
1.1.1.15	The Employer is Rustenburg Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Rustenburg Local Municipality to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.

Contract 48 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
	<p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:  Rustenburg Local Municipality  C/o Beyers Naudé &amp; Nelson Mandela Drive</p> <p>P O Box 550  Rustenburg  0300</p>
1.3.6	<p>Add the following new Clause:  The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:  The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with</p>

**Contract 49 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
	<p>the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these</p>

**Contract 50 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
	Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required before commencement with Works Execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) A detailed cash flow forecast (Refer to Clause 5.6.2.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.7.1	Delete the last paragraph of the clause and replace with the following: No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 10 January).
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

**Contract 51 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data						
	$V = (Nw - Nn) + (Rw - Rn)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>Rw = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of Nn, then V shall be taken as being equal to minus Nn. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of Nn and Rn shall apply:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #cccccc;">Month</th> <th style="background-color: #cccccc;">Rn (mm)</th> <th style="background-color: #cccccc;">Nn (days)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Month	Rn (mm)	Nn (days)			
Month	Rn (mm)	Nn (days)					

**Contract 52 C1.2**  
**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data																																									
		<table border="1"> <tr><td>January</td><td>130,1</td><td>4</td></tr> <tr><td>February</td><td>94,2</td><td>3</td></tr> <tr><td>March</td><td>75,1</td><td>2</td></tr> <tr><td>April</td><td>60,3</td><td>2</td></tr> <tr><td>May</td><td>9,8</td><td>0</td></tr> <tr><td>June</td><td>5,9</td><td>0</td></tr> <tr><td>July</td><td>1,6</td><td>0</td></tr> <tr><td>August</td><td>7,2</td><td>0</td></tr> <tr><td>September</td><td>18,8</td><td>0</td></tr> <tr><td>October</td><td>57,5</td><td>2</td></tr> <tr><td>November</td><td>89,4</td><td>3</td></tr> <tr><td>December</td><td>105,8</td><td>3</td></tr> <tr><td><b>TOTAL</b></td><td><b>655,7</b></td><td><b>19</b></td></tr> </table>	January	130,1	4	February	94,2	3	March	75,1	2	April	60,3	2	May	9,8	0	June	5,9	0	July	1,6	0	August	7,2	0	September	18,8	0	October	57,5	2	November	89,4	3	December	105,8	3	<b>TOTAL</b>	<b>655,7</b>	<b>19</b>	
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December	105,8	3																																								
<b>TOTAL</b>	<b>655,7</b>	<b>19</b>																																								
	<p>No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause.</p>																																									
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2000-00 per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p>																																									

**Contract 53 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <p>fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</p> <p>utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</p> <p>utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</p> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.2	The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".

**Contract 54 C1.2**  
**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

**Contract 55 C1.2**  
**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will not apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below; X=0,10      a=0.15      b=0.20      c=0.55      d=0.1
1.2	Replace the definitions of the relevant indices with the following: "L" is the "Labour Index" and shall be the "Consumer Price Index" as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa. "P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa. "M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa. "F" is the "Fuel Index" and shall be the "Diesel fuel – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.
1.3	The base month shall be the month prior to the closing date of this tender.

**Contract 56 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Part 2: Data provided by the Contractor

Clause	Contract Data	
1.1.1.9	The name of the Contractor is:	
1.2.1.2	The address of the Contractor is:	
6.2.1	The security to be provided by the Contractor shall be one of the following:	
	Type of Security	Contractor's choice. Indicate "Yes" or "No"
	Cash deposit of 10% of the Contract Sum (Incl. VAT).	
	Performance guarantee of 10 % of the Contract Sum (Incl. VAT).	
	Retention of 10% of the value of the Works (Incl. VAT).	
	Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
6.8.3	The variation in cost of special materials is:	
	Special Material	Method
	Price for Base Month	

END OF SECTION

**Contract 57 C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PRO FORMA  
PERFORMANCE GUARANTEE

Contract No RE-ADVERT - RLM/DRT/0152/2024/25

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical address: .....

“Employer” means: \_\_\_\_\_

“Contractor” means: \_\_\_\_\_

“Engineer” means: \_\_\_\_\_

“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

.....  
Amount in Words

.....  
“Expiry Date” means: .....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

Contract 58 C1.3  
Part C1: Agreement and Contract Data

Form of Guarantee

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer 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 Engineer 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 receipts 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 term 1.
7. Where the Guarantor has made payment in term 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 Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 services 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 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).....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RUSTENBURG LOCAL MUNICIPALITY

**CONTRACT  
PART 2 (OF 4) : PRICING DATA**

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Contract 61 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO 1998 Edition for Road and Bridgework for State Road Authorities referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COLTO 1200, General Requirements and Provisions.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
Pers. Days	=	person days

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

Contract 62 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO Standardised Specifications.

12. All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.

Contract 63 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Contract 64 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



Contract 65 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Assistant Construction Manager's Name)*

**APPOINTMENT OF THE ASSISTANT CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(2)**

I, *(contractor's name)* hereby appoint you *(assistant construction manager's name)* as the assistant manager responsible for *(site address)* to carry out the construction work of *(description of construction work and area of responsibility)*.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction manager in his absence.

You are required to report any deviations of the above-mentioned instruction to *(construction manager's name)* and in his absence to the contractor's representative.

This appointment is valid from *(date)* to the completion of the stipulated construction wo

Contract 66 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

You shall submit a written weekly report or any non-compliance with the Construction Regulations, 2014.

\_\_\_\_\_  
Contractor's Representative full name                      Signature                      Date

.....  
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, (*assistant construction manager*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Assistant construction Manager                      Signature                      Date

Contract 67                      C3  
Part C3: Scope of Work

Scope of work

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Attention: (Safety Officer's Name)

**APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)**

I, (*contractor's name*) hereby appoint (*safety officer's name*) as the Construction Health and Safety Officer responsible for (*site address*) to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from (*date*) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name                      Signature    Date

..... Kindly confirm your acceptance of this appointment by completing the following:

I, (*construction health and safety officer's name*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Health & Safety Officer's full name      Signature    Date

Contract 68                      C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Construction Vehicle and Mobile Plant Inspector)*

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23(1) (d)**

I, *(contractor's name)* hereby appoint *(construction vehicles and mobile plant inspector's name)* as the construction vehicles and mobile plant inspector responsible for *(site address)* to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name                      Signature                      Date

..... Kindly confirm your acceptance of this appointment by completing the following:

I, *(construction vehicles and mobile plant inspector's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction vehicles and mobile plant name                      Signature                      Date Inspector's full name

Contract 69 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Sub-Contractor's Name)*

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7(c)

I, *(contractor's name)* hereby appoint *(sub-contractor's name)* as the sub-contractor responsible for *(site address)* to carry out the construction work of *(description of construction work)*.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date Kindly confirm  
your acceptance of this appointment by completing the following:

I, *(sub-contractor's name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Sub-Contractor's Representative full name      Signature      Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Construction Manger's Name)*

**APPOINTMENT OF THE CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(1)**

I, *(contractor's name)* hereby appoint *(construction manager's name)* as the Manager responsible for *(site address)* to carry out the construction work of *(description of construction work and area of responsibility)*.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

You are required to report any deviations of the above-mentioned instructions to (*contractor's name*). This appointment is valid from (*date*) to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_

Contractor's Representative full name                      Signature                      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (*construction manager*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_

Construction Manager's full name                      Signature                      Date

Contract 72                      C3  
Part C3: Scope of Work

Scope of work

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Attention: *(Excavation Work Supervisor's Name)*

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13 (1)(a)**

I, *(contractor's name)* hereby appoint *(excavation work supervisor's name)* as the excavation work supervisor responsible for *(site address)* to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from *(date)* to the completion of the stipulated construction work.

\_\_\_\_\_

Contractor's representative full name                      Signature    Date      Kindly confirm  
your acceptance of this appointment by completing the following:

I, *(excavation work supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_

Excavation Work Supervisor full name                      Signature    Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Ladder Inspector's Name)*

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF THE GENERAL SAFETY REGULATION 13(A)**

I, *(contractor's name)* hereby appoint *(ladder inspector's name)* as the ladder inspector responsible for *(site address)* to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

\_\_\_\_\_

Contractor's representative full name                      Signature                                      Date Kindly confirm  
your acceptance of this appointment by completing the following:

I, *(ladder inspector's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_

Ladder inspector's full name                                      Signature                                      Date

Contract 74                      C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: *(Risk Assessor's Name)*

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)**

I, *(contractor's name)* hereby appoint *(risk assessor's name)* as the construction site risk assessor responsible for *(site address)* to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name                      Signature                      Date Kindly confirm  
your acceptance of this appointment by completing the following:

I, *(construction site risk assessor's name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction site Risk Assessor's                      Signature                      Date full name

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: (*Stacking and Storage Supervisor's Name*)

**APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28 (a)**

I, (*contractor's name*) hereby appoint (*stacking and storage supervisor's name*) as the stacking and storage supervisor responsible for (*site address*) to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from (*date*) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name                      Supervisor                      Date Kindly confirm  
your acceptance of this appointment by completing the following:

I, (*stacking and storage supervisor's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Stacking and Storage Supervisor's                      Signature                      Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attention: First Aider

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993), GENERAL SAFETY REGULATIONS 3(4) – FIRST AIDER**

I, \_\_\_\_\_, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you,

\_\_\_\_\_, as First Aider for the

\_\_\_\_\_.

\_\_\_\_\_

**RESPONSIBILITIES**

1. Ensure you inspect the contents of the first aid box at least once per month.
2. Ensure all dressing undertaken is recorded on the treatment register.
3. Ensure deviations noted are reported to your supervisor.
4. Ensure the necessary signage is placed to define first aid box placement and responsible first aider's name.

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

\_\_\_\_\_

**SECTION 16 (2) APPOINTEE**

I accept the appointment as set out above and confirm my understanding of the duties involved.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Contract 77 C3  
Part C3: Scope of Work

Scope of work

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

Attention: Safety Representative

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)**

**SECTION 17 – HEALTH AND SAFETY REPRESENTATIVE**

I, \_\_\_\_\_, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you, \_\_\_\_\_, as Health and Safety Representative, as contemplated in Section 17 of the Occupational Health and Safety Act (85 of 1993).

You are hereby appointed from \_\_\_\_\_ until \_\_\_\_\_ as a Health and Safety Representative for the following project:  
\_\_\_\_\_.

**RESPONSIBILITIES**

1. Review the effectiveness of the Health and Safety measures within your area of responsibility;
2. Assess the potential hazards to the Health and Safety of the employees at the workplace;
3. Investigate the causes of incidents and all complaints from the employees relating to their Health and Safety;
4. Inspect the workplace and report on such inspection, and the aspects mentioned in (1), (2) and (3) above, to the employer;
5. Participate in the investigations into incidents, in your designated area as contemplated in Section 18 of the Occupational Health and Safety Act (85 of 1993).

Contract 78 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

---

**SECTION 16 (2) APPOINTEE**

I accept the appointment as set out above and confirm my understanding of the duties involved.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*ANNEXURE 2*

**Identified Hazards**

In terms of Regulation 9 (1) (a) of the Construction Regulations 2003 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazard

Contract 79 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5	OVERHEADS	Installation and repair of defects	<p>Working at elevated points, using cherry picker and ladders. Working on the shoulder of the road and pedestrians.</p> <p>Failure to comply with traffic accommodation plan.</p> <p>Potential live circuits. Substandard lifting operation – Danger to employees and equipment.</p> <p>Swinging loads</p>	<p>Injuries/fatalities from falling. Injuries/fatalities from bee stings.</p> <p>Injuries/fatalities from electrocutions.</p> <p>Injuries/fatalities from falling objects.</p>	S H E	4	4	16	<p>Conduct HIRA</p> <p>Fall protection in place and employees trained in plan</p> <p>If you come across a bees' nest, do not confront them but move away. Inform the client on whose premises you work and arrange for the bees to be removed by a competent person or contractor.</p> <p>If the bees should attack, attempt to lock yourself in side your vehicle if you are out doors or in a room if you are close to a building.</p> <p>If you have been stung, arrange for medical attention a.s.a.p. Comply with traffic accommodation plan always.</p> <p>Always test the circuit to check whether it is live or dead. Make use of guide rope to prevent loads from swinging Safe work procedures</p>
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Contract 80 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		Planting of wooden or concrete poles	Working at elevated points, using cherry picker and ladders. Working on the shoulder of the road and pedestrians. Failure to comply with traffic accommodation plan. Potential live circuits. Substandard lifting operation – Danger to employees and equipment. Falling of equipment and branches	Injuries/fatalities from falling. Injuries/fatalities from bee stings. Injuries/fatalities from electrocutions. Injuries/fatalities from falling objects.	S H E	4	4	16	Conduct HIRA Fall protection in place and employees trained in plan Comply with traffic accommodation plan always. Always test the circuit to check whether it is live or dead. Make use of guide rope to prevent loads from swinging Safe work procedures
		Cutting or pruning of trees	Working at elevated points, using cherry picker and ladders. Working on the shoulder of the road and pedestrians. Failure to comply with traffic accommodation plan. Potential live circuits. Substandard lifting operation – Danger to	Injuries/fatalities from falling. Injuries/fatalities from bee stings. Injuries/fatalities from electrocutions. Injuries/fatalities from falling objects.	S H E	4	4	16	Conduct HIRA Fall protection in place and employees trained in plan If you come across a bees' nest, do not confront them but move away. Inform the client on whose premises you work and arrange for the bees to be removed by a competent person or contractor. If the bees should attack, attempt to lock yourself in side your vehicle if you are out doors or in a room if you are close to a building. If you have been stung, arrange for medical attention a.s.a.p. Comply with traffic accommodation plan always. Always test the circuit to check whether it is live or dead. Make use of guide

Contract 81 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



		CLEARING OF SERVITUDES	Bees , insects and snake bites  Uneven ground levels Oil and fuel spillage	Serious to fatal injuries to people on site  Getting stung by a Bee or Bees –Fatal injury if you are allergic to bee stings.  Fatal- if you are attacked by bees.  Minor discomfort – by a single sting.  Trips and falls may lead to injuries.  Soil pollution	S H E	3	3	9	Awareness training.  If you come across a bees' nest, do not confront them but move away  Inform the client on whose premises you work and arrange for the bees to be removed by a competent person or contractor.  If the bees should attack, attempt to lock yourself in side your vehicle if you are out doors or in a room if you are close to a building.  If you have been stung, arrange for medical attention a.s.a.p. Ensure eyes on path at all times.  Pre use inspection of all mobile plant equipment  Make use of drip trays to contain leaks until it is been repair by competent person.
6	Equipment inspection  Inspection of equipment	Cleaning and Inspection	Electrocution Infections & breathing problems  traffic accidents, body injury/fatality  Dangerous insects stings & reptiles bites	Electric shock  Dust & Fumes inhalation  Interaction with traffic & bystanders	S H E	3	3	9	Training (In house) Awareness (Safety talk) Barricade & warning signs PPE (Electric gloves, goggles) Respiratory masks  PPE (Gloves)  Site barricade ( road & warning signs)
7	Site clearing	Remove of all waste and rubble	Defective mobile crane Oil and fuel leaks Incompetent operator Sharp, rough edges or too heavy objects Accidental dropping of	Falling objects may lead to serious injuries to fatal  Hand / foot injuries  Damage to equipment  Soil pollution	S H				Make use of competent, responsible and certified Operator. Make use of a spotter to assist the operator.  Supervision.  PPE: Gloves, Safety goggles, Hard Hat & Safety Shoes. Ensure all waste are expose to environmental regulations Training

Contract 83 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

			object		E	4	1	4	Safe work procedures
8	Repairing of paving	Casting concrete	Exposure to dust, noise, Moving plant, Open trenches No barricades Adverse weather conditions Defect mobile plant Concrete Spillages Defective mobile plant Flying objects	Inhalation, resulting in acute and or chronic breathing problems NIHR (Noise induce hearing loss) Moving plant can run over, may lead to serious injuries or fatal Heat stroke, sunburn and or dehydration Falling into excavations may resulting in injury Incompetent operator resulting in damage to property or person	S H E	1	2	2	Training. Safe work procedures Tool box talks / awareness training Pre use inspections of tools and equipment and report immediate to your supervisor When operating machine ensure that there are a spotter always, to assist operator and secure no unauthorized entry in area. Daily and random checks to be done to test for being under the influence during working hours. Stop operations when using cell phone Disciplinary action will be taken against persons using cell phone during operations. Worn proper PPE (Safety gloves, safety goggles, hardhat, safety boots, earplugs, dust masks, long sleeve overall, reflector vest). Adequate supervision at all times.

Contract 84 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

				Eye injury from splashing concrete					Enforce good housekeeping.
		Laying of pavement bricks	Exposure to dust, noise, Moving plant, No barricades Adverse weather conditions Defect mobile plant Defective mobile plant Flying objects	Inhalation, resulting in acute and or chronic breathing problems NIHR (Noise induce hearing loss) Moving plant can run over, may lead to serious injuries or fatal Heat stroke, sunburn and or dehydration Incompetent operator resulting in damage to property or person Eye injury from splashing concrete	S H E	1	2	2	Training. Safe work procedures Tool box talks / awareness training Pre use inspections of tools and equipment and report immediate to your supervisor When operating machine ensure that there are a spotter always, to assist operator and secure no unauthorized entry in area. Daily and random checks to be done to test for being under the influence during working hours. Stop operations when using cell phone Disciplinary action will be taken against persons using cell phone during operations. Worn proper PPE (Safety gloves, safety goggles, hardhat, safety boots, earplugs, dust masks, long sleeve overall, reflector vest). Adequate supervision at all times. Enforce good housekeeping.

Contract 85 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**ANNEXURE 3 MANDATORY**

**AGREEMENT  
(SECTION 37.2)**

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN RUSTENBURG LOCAL MUNICIPALITY  
(Hereinafter referred to as the "CLIENT") AND

.....

Herein represented by..... in  
his/her capacity as ..... duly  
authorized by virtue of a resolution dated .....

Attached hereto as Annexure A of the said ..... (hereinafter referred to as the "CONTRACTOR").

WHEREAS the CONTRACTOR is the mandatory of the CLIENT as contemplated in an agreement in respect of RE: ADVERT APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE REHABILITATION OF DAMAGED SURFACING FOUNDATION LAYERS, RESEALING AND ROADS MAINTENANCE OF VARIOUS AREAS WITHIN THE RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED

Contract number: RLM/DRT/0152/2024/2025

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the CLIENT.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT. NOW THEREFORE the parties agree as follows:

Contract 86 C3  
Part C3: Scope of Work

Scope of work

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

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 that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe 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 CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT 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 as the case may be.

Thus signed at RUSTENBURG for and on behalf of the CLIENT on this the.....day of.....20 .....  
AS WITNESSES:

1. ....

2. ....

.....  
SIGNATURE

..... NAME  
AND SURNAME

..... CAPACITY

Contract 87 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Thus signed at RUSTENBURG for and on behalf of the CONTRACTOR on this the

..... day of ..... 20 ..... AS WITNESSES:

1. ....

2. ....

.....  
SIGNATURE

..... NAME  
AND SURNAME

..... CAPACITY

Contract 88 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

# ANNEXURE 4

## ACKNOWLEDGEMENT OF RECEIPT OF OHS SPECIFICATION

Contract 89 C3  
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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**Acknowledgement of receipt of OHS Specification:**

Name of Designer/Contractor

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I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed at .....on this ..... Day of.....20.....

Signature of Designer /Contractor Manager

Date

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-----

Signature of Contractor Supervisor

Date

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Witness 1 ..... Witness 2 .....



Department of Labour

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS, 2003

Chief Directorate

of

Occupational Health and Safety

## INTRODUCTION

As the name of the regulation indicates, the General Administrative Regulations determines the administrative procedure of the Occupational Health and Safety Act. This procedure was not placed in the Act itself owing to the fact that changes can be made to a Regulation with greater ease than that of a Section in the Act. A change to a Section of the Act needs to be passed by parliament whereas the Minister of the relevant Department can approve a change in a Regulation.

The General Administrative Regulations, as is the case with all other regulations, is an extension of the Act and should therefore be seen as a complete unit.

Terms, which were previously defined in the Act, are not redefined in the Regulations. If a specific definition does not appear in the Regulations, then it should be available in Section 1 of the Act.



## DEFINITIONS

All new phrases as well as words (expressions and words which differ from the standard dictionary definitions) that are used in this regulation, which have not been defined in the Act, will be defined in this regulation. Where the Act or regulation refers to “mean” the definition in the Act or regulation must be considered and where there’s reference made to “It Includes” definition from the Act and regulation including the oxford dictionary must be considered

## ACCESS TO PREMISES

It is prohibited for an employer to refuse an inspector entry to perform his or her function because an inspector is entitled by the law to enter employer’s workplace.

Employers should always ensure that inspectors are accompanied by a person who has knowledge and experience of the activities and safety requirements of the workplace.

## EXEMPTIONS

Any exemption, which has been granted to any person, shall be signed by the Chief Inspector of the Department of Labour. An person who wishes to apply for an exemption should forward his/her application to the office of the Chief Inspector in Pretoria. The application for exemption should indicate proof that the health and safety of persons who are likely to be affected by the exemption will not be prejudiced in consequences of it. Health and safety representatives and committees must be consulted during the whole process and given time to comment.

## COPY OF THE ACT

Employees together with employers have certain duties and rights, which have been assigned to them in terms of the Act. In order to comply with the provisions of the Act and regulations, each employee must have access to a copy of the Act. This regulation requires that—

Each employer with 5 or more employees shall have a copy of at least one Act, which will be made readily available for perusal by the employee. Owing in the fact that a workplace can be made up of a very large area, and that the legislator did not intend to be unreasonable, various concessions are made. For example, a meter-reader in the town of Brits’ workplace is the Municipal area of Brits. In such a case it is expected that a copy of the Act be made available at the point where the employee reports for duty in the morning, or any other suitable position as agreed upon with the employer.

Each employer with less than 5 employees, shall, if requested provide a copy of the Act for perusal by the employees. This includes farm workers and domestic servants.



The copy of the Act may be an electronic reproduction or from a library. The Act and Regulations are amended from time to time, and it is therefore important to remember that one must obtain a copy of the latest amendments to keep up to date with the current legislation.

## HEALTH AND SAFETY COMMITTEES

Health and Safety committees are made up of all the Health and Safety Representatives together with an equal amount of employer appointee representatives to represent the employer (there can be more than one committee to avoid a large congregation of representatives). If more than two committees are established, each health and safety representative must be member of at least one of the committees. These committees are the point around which self-regulation revolves.

Employer should provide necessary equipment, facilities and stationary required by the committee in order them to perform their functions.

It is important to keep the records of the meeting as they can be used as evidence for action taken to eliminate hazards and vice versa

## NEGOTIATIONS AND CONSULTATIONS BEFORE DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The regulation prescribes the items which must be agreed upon during negotiations between the employer and employees representatives. If a dispute arises between the employees and employers or his authorised representative, the matter should be referred for arbitration. Both parties shall submit a statement within a prescribed period to both the arbitrator and the other party concerned.

The statement is to contain the following information:

The proposal for the arrangements and procedures for the nomination of the Health and Safety Representatives.

The decision which is sought.

The arbitrator should then:

Determine when and where the arbitration procedure shall be held. The arbitration may be held in the absence of the party who failed to submit a statement to the arbitrator and other party;

Determine whether a pre-hearing conference shall be held;

Determine which arbitration procedures shall be followed;



Determine the procedures for the admission of evidence;

Determine the admissibility of hearsay evidence; and

Determine other relevant procedural matters.

In terms of Section 17(2) of the Act both parties are to come to a decision within 14 days as to who the arbitrator shall be. If no decision can be made, the president of the Labour Court is to be notified in writing. The president of the Labour Court in consultation with the Chief Inspector shall appoint an arbitrator, whose decision shall be final. This arbitrator will be entitled to receive remuneration as is payable to an additional member of the Labour Court.

#### DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The employer must designate Health and Safety Representatives as follows:

Shops and offices— one for up to 100 employees; and

Workplaces other than shops and offices— one for up to 50 employees.

The employer shall ensure that employees designated as health and safety representatives meet the following requirements:

Employed in a full-time capacity in the specific workplace or section thereof;

Acquainted with conditions and activities at that workplace or section thereof, and

Taking into account the nature of hazards associated with the activities of the workplace or section thereof, the employer shall provide as far as is reasonable practicable health and safety training to the health and safety representatives on how to identify health and safety risks and how to conduct inspections of the workplace or section thereof.

#### REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows—

Where a person, as a result of the incident;



Dies;  
Becomes unconscious;  
Suffers the loss of a limb or part thereof;  
Is injured to the extent that he is likely to die;  
Is injured to the extent that he is likely to be permanently disabled;  
Is injured to the extent that he is likely to be off for a period of 14 days or more;  
Cannot perform his normal duties (those duties for which he was employed).

An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.

The health and safety of any person is endangered and where –

A dangerous substance was spilled;  
The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;  
Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or  
Machines, which ran out of control

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.

Any other person may in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

#### RECORDING AND INVESTIGATION OF INCIDENTS

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.



RUSTENBURG LOCAL MUNICIPALITY

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The employer, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers.

The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

#### WITNESS AT AN INQUIRY

The chief inspector can, in terms of Section 32, direct an inspector to hold a formal inquiry as a result of an incident reported in terms of Section 24 (refer to Regulation 6). In such an instance, the inspector shall inform the employer or user of machinery of his intentions, and request the following from him/her:

That all persons witness to the incident; and

That any other person as required by the inspector be notified in connection with the time, date and venue of the formal inquiry.

The employer or user of machinery is to establish which persons are likely not to attend the inquiry, and shall advise the inspector of the names and addresses of such persons to allow the inspector to subpoena such persons.

#### RETURNS

An employer or user shall furnish the inspector with such information as requested for the purpose of the Administration of the Act.