



RUSTENBURG LOCAL MUNICIPALITY



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO: RLM/DTIS/0164/2024/25

**APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE,
REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK
OF RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN NEEDED FOR A PERIOD OF 3 YEARS**

DATE

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 : 03/06/2025

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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BID PROCESS CRITERIA LIST

RLM/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

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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.

A bid will not be acceptable if:

1. Any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is 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 has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. Any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
7. Bid offers will be rejected if the bidder has abused the Rustenburg Local municipality’s Supply Chain Management System.
8. Failure to complete and sign and / or disclosing of wrong information in any of the declaration forms.
9. Compulsory questionnaire must be fully completed and signed.

NB! In a case of Joint Venture separate compulsory questionnaire forms must be completed and submitted. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.

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10. The bidder has failed in a case of Joint Venture to submit separate MBD 5 forms for each partner.
11. In the case of multi directors or joint venture, the bidder has failed to submit separate MBD 4 declaration forms for each director.
NB! In case of multi directors or joint venture, bidders must submit separate mbd 4 declaration forms for each director. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
12. The document is completed electronically and or electronically signed.
13. Bidder is not registered with Central Supplier Database (CSD)
14. The bidder fails to 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 is not submitted (printed on bidder's letter head) if the tender is a CIDB related project.
 - The bidder failed to attach 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 previous billable 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 previous billable month determined by the date of tender closure) for the company's' address must be attached; or

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- ✓ 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.

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.**

15. The bidder fails to comply with:

- 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)
- 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.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.
- **NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.**

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.

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- Sworn Affidavits will be accepted only if its originals submitted.

BID NOTICE

**RLM/DTIS/0164/2024/25 - APPOINTMENT OF
ELECTRICAL LABOUR CONTRACTED SERVICES FOR
THE MAINTENANCE, REPLACEMENT AND
REFURBISHMENT OF EXISTING INFRASTRUCTURE
OF THE ELECTRICAL NETWORK OF RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

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TENDER ADVERTISEMENT

<u>BID NO.</u>	<u>DESCRIPTION</u>	<u>DOC. FEES</u> <u>(NON-REFUNDABLE)</u>	<u>EVALUATION</u> <u>CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSORY</u> <u>BRIEFING</u> <u>SESSION</u>	<u>CLOSING</u> <u>DATE</u>
RLM/DTIS /0164/202 4/25	Appointment of electrical labour contracted services for the maintenance, replacement and refurbishment of existing infrastructure of the electrical network of Rustenburg local municipality for a period of 3 years	<u>TENDER DOCUMENT AMOUNT</u> R 10 000.00 <u>REFERENCE NUMBER:</u> 0164+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657	❖ Administrative evaluation (document completion and attachment of all mandatory documents as listed in the tender document) to include all necessary certifications. ❖ CIDB Grading 3EP or higher ❖ Functionality minimum qualifying score 70 out of a maximum of 100 points. ❖ 90/10 preferential point system (price = 80 & Specific goals = 20) ❖ NB! That no other evaluation criterion should be used	<u>TECHNICAL</u> Mr. J. Kgatlhe 014 590 3125 jkgatlhe@rustenburg.gov.za Mr. P. Bergh 014 590 3371 pbergh@rustenburg.gov.za <u>SCM</u> Mr. J. Masinga 014 590 3123 jmasinga@rustenburg.gov.za Ms. O. Pelesi 014 590 3148 opelesi@rustenburg.gov.za	<u>Date:</u> 08 May 2025 <u>Time:</u> 11H00 <u>Venue:</u> Rustenburg Local Municipality Offices	<u>Date:</u> 03 June 2025 <u>Time:</u> 10H00

- 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.
- 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.
- 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.
- 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.
- Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - reasons and/or grounds for the objection or complaint.
 - the way in which the objector or complainant's rights have been affected; and
 - the remedy sought by the objector or complainant
- 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.
- 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.
- 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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

NB! REFER TO THE ATTACHED ANNEXURES FOR TECHNICAL SPECIFICATIONS, DRAWINGS AND PRICING SCHEDULE

SCOPE OF WORK

For Rustenburg Local Municipality to retain the Electricity License it must supply safe and reliable electricity as required by the NERSA in terms of legal, financial and technical electricity license conditions. All outages must be resolved within the prescribed period indicate in the Standard Operations, unless major breakdowns prohibit it.

The Project Scope will cover the enhancement of service delivery by appointing one or more Electrical Contractors to assist the unit with electrical work which will be outsourced when the existing RLM team cannot execute the work themselves.

The implementation of the required labour will include all the voltage levels such as LV, MV and HV (220V/ 420V/ 11kV/33 kV/88 kV).

1. MAIN ACTIVITY

The appointed Service Provider/s (Contractor/s) will be required to fulfil all duties on the electricity network to the minimum technical specifications of Rustenburg Local Municipality.

CATEGORY 1

MV and LV Overhead and Underground Reticulation & Infrastructure

This part of the contract comprises of the execution of all required construction, maintenance and emergency electrical works.

Category 1 can be described as the high-risk category where if not attended to directly, when failure occurs, it can lead to catastrophic consequences and poor service to the mining industry, businesses and other residential ratepayers. Loss of revenue will increase due to downtime.

CATEGORY 2

LV Reticulation & Infrastructure

Category 2 can be described as the lower risk category.

Work can be executed on a more scheduled basis and does not take preference over Category 1 instructions.

2. SPECIFIC ACTIVITY

Rustenburg Local Municipality expects that the prospective bidders will ensure that their submissions comply with the requirements as will be stipulated clearly in the Compulsory Briefing Session.

2.1 CATEGORY 1

MV and LV Overhead and Underground Reticulation & Infrastructure

The works in general comprise of the following:

- **Preliminary and General**

All contractual matters and cost regarding site establishment, safety, administration etc. payable monthly for duration of contract.

Some line items will be a once -off claim and some will be claimed monthly while the contract is active.

Provisional sums for services required with regards to the project.

This will be defined in the Compulsory briefing session.

- **Infrastructure underground**

For normal underground infrastructure, the maintenance or refurbishment is to be done in-house.

In certain circumstances the extend and expected timeframe of the electrical outage and the scope of work is usually dependent on plant. such as 10-ton crane trucks, mechanical trench excavators, Cable trailer and rollers. Intensive labour is then required and even cable jointers who can work under pressure for long hours at any given time. Teams can be rotated by contractors as their contracts with their employees usually make provision for shift systems. RLM Inhouse Plant is usually a problem, and major outages are addressed as a priority and is then issued to the contractor.

The scope of work is dependent on plant such as 10-ton crane trucks, Back actors and trench excavators, Cable trailer and rollers as mentioned above.

Intensive labour is mostly required and qualified MV (11kV & 33kV) cable jointers with their operators who can work under pressure for long hours at any given time. Joints or work on 88kV or Bulk Power Transformers, usually will require expert skills and then the contractor is allowed to appoint such sub-contractor to assist RLM. This will be invoiced at Proven cost plus a mark-up limited to 15%.

The Contractor is required to have his own plant in Rustenburg and will be required as a preliminary requirement to meet response time.

- **Infrastructure overhead**

Normal overhead infrastructure maintenance is to be done in-house.

The scope of work is dependent on plant such as cherry pickers, crane trucks, Intensive labour is needed and MV (11kV & 33kV) Linesman with their operators who can work under pressure for long hours at any given time.

Teams can be rotated by contractors as their contracts usually make provision for shift systems.

The Contractor is required to have his own plant available in Rustenburg and will be required as a preliminary requirement to meet response time.

- **Bush Clearance**

Preventative bush clearing is an essential task of the Electrical unit and is required on hundreds of kilometres of MV and LV overhead Lines in the rural and farming areas.

The scope for the contractor is to ensure that all trees, branches, fallen trees on the lines etc, is attended to as per specific works order especially where lines is not readily accessible.

The scope of work is dependent on own plant such as cherry pickers, chain saws and operators.

- **Drilling**

The scope of work is dependent on plant such as mechanical drilling machines and specially trained operators which operates under specific conditions such as high volume of traffic on roads and must adhere to certain specifications and regulations of the Internal and provincial roads.

This equipment is very expensive and is not used daily. It is utilized to do crossings underneath road surfaces, concrete structures etc. where excavations or above-ground road crossings are not allowed or approved. To purchase this equipment, to store it and to have an Expert Drilling Operator appointed will be costly.

This equipment and services are always outsourced to specialized subcontractor companies specializing in this and is therefore not suitable to be executed in-house.

It is better that it be coordinated by a contractor who usually must source a subcontracting company which submit the base prices for tender submissions and later for invoicing. Invoicing by the appointed contractor is done on the Proven Cost plus a maximum of 15% mark-up.

- **Electrical Network Maintenance**

- **Unscheduled Electrical failures.**

The team of RLM usually deals with single complaints and outages. Work will only be outsourced when the complaints is due to a high power outage where multiple customers are affected.

If the cause of a failure is due to a MV cable fault, RLM will identify the fault position on the cable and a contractor is requested to trench, joint the cable/s and must ensure rehabilitation of the site.

- **Unscheduled Electrical network Maintenance**

The team of RLM usually deals with complaints and outages. Work will only be outsourced when the RLM team cannot execute the work themselves.

Unscheduled maintenance such as emergency electrical cable / overhead line failures occurs after hours - during nighttime / holidays when huge areas are affected. The standby team of RLM will determine the cause and if required a contractor will be instructed to assist.

- Emergency works / Standby / Day-works – if the Contractor is instructed and is based on the above-paragraphs.

Major outages call for electrical personnel to be notified to identify the problem and instructed to be at work during nighttime / holidays to attend to major problems. After assessment the contractor is appointed if required depending on the scale of the outage.

- Scheduled Preventative maintenance is usually done in-house during daytime backlog occurs. The pricing schedule makes provision if a contractor is required.

- Electrical Infrastructure Refurbishment is done when existing infrastructure was vandalized and the refurbishment there-of is viable to enable recommissioning in the system.
- Electrical Infrastructure Replacement is done when existing infrastructure was vandalized and beyond repair.
- Security management

Material issued by RLM to a Contractor for a specific works order becomes the responsibility of the contractor and it is required to be safeguarded BY HIM until hand-over and commissioning of the job.

Major extensive electrical outages to residents occurs frequently due to theft and vandalism of overhead lines as well as substations.

Theft of essential infrastructure assets will totally ruin the cashflow and revenue of the Municipality. It would be wise to invest in Active monitoring and response as part of maintenance.

CATEGORY 2

The works in general comprise of the following:

Streetlights & High Mast Lighting – both RLM and Eskom areas

Work can be executed on a scheduled basis.

This part of the contract comprises of the execution of all required scheduled and unscheduled Streetlights & High mast lighting related maintenance and related emergency electrical works. The breakdown on the “Bill of Quantity” Part G gives a fair indication of what might be expected.

The works in general comprise of the following:

The works will, in principle include maintenance on electrical systems forming part of the existing infrastructure being the property of the client. The following disciplines are included (*if and when required*):

- Maintenance & preventative maintenance on existing street lighting systems.
- Maintenance & preventative maintenance on 30m High masts etc.
- Maintenance & preventative maintenance on up to 54m stadium High masts etc.
- Maintenance on underground and overhead low voltage infrastructure systems related to streetlights
- Repairs to all control circuits and Traffic signal installations
- Emergency works / Standby – if instructed
- Reporting
- All possible works as per Schedule of Quantity
- Emergency works as determined by Electrical Engineers or his delegates.

Electrical Buildings, Substations and Generators

Building maintenance – the RLM Civil Services are not allowed to work in buildings that is equipped with High Voltage Equipment.

This can only be executed by accredited and appointed Labour Contractors. They might use Sub-contractors under their Contract management and Safety Plan as accredited Electrical Contractors to assist under their consistent supervision.

Generator maintenance - Scheduled monthly generator maintenance can be done in-house if a dedicated competitive and a skilled RLM employee on Back-up Generator Maintenance execute the duties on an ongoing basis as a core duty.

In the absence of a skilled RLM employee this duty shall be outsourced to the Contractor to perform what is required.

For extensive problems. Expert artisans can outsource and appointed through the Contractor if a breakdown or failure is experienced on the installed generators.

The Claim will be based on proven cost +15% maximum.

This part of the contract comprises of the execution of all required scheduled and unscheduled building & generator related maintenance and emergency electrical works. The breakdown on the "Bill of Quantity" Part H gives a fair indication of what might be expected.

The works in general comprise of the following:

- Scheduled Preventative Electrical Maintenance, upgrading and alterations on Generators & Buildings & Facilities
- All unscheduled building & generator & facilities related maintenance
- All emergency electrical works related to buildings & generators in town as well as in the rural areas
- Wiring and electrical upgrading as and when needed in the Municipal buildings, etc.
- Implementation of generator cascading / time grading
- Installation of Energy Efficient products and initiatives in RLM supply area.
- Emergency works / Standby – if instructed
- Reporting
- All possible works as per Schedule of Quantity
- Emergency works as determined by Electrical Engineers or delegates of RLM.

Signalling Equipment

Work can be executed on a scheduled basis and can mostly be executed in-house

This part of the contract comprises of the execution of all required scheduled and unscheduled signalling equipment maintenance and related emergency electrical works. The breakdown on the "Bill of Quantity" Part I gives a fair indication of what might be expected.

The works in general comprise of the following:

- Scheduled Electrical Maintenance on Signalling equipment
- All unscheduled signalling equipment maintenance
- All emergency electrical works related to signalling equipment in town as well as in the rural areas
- Possible wiring and electrical upgrading of signalling equipment as and when needed in the Municipal networks, etc.
- Traffic signal fault finding, repairs including Cable fault location and repair.
- Emergency works / Standby – if instructed
- Reporting
- All possible works as per Schedule of Quantity
- Emergency works as determined by Electrical Engineers or delegates of RLM.

Load Control Relays and Meters

Work can be executed on a scheduled basis and can mostly be executed in-house

This part of the contract comprises of the execution of all required scheduled and unscheduled load control relay and metering equipment maintenance and related emergency electrical works. The breakdown on the "Bill of Quantity" Part J gives a fair indication of what might be expected.

The works in general comprise of the following:

- Scheduled & unscheduled inspections on all related equipment
- Scheduled & unscheduled Electrical Maintenance on single and three phase conventional meters
- Scheduled & unscheduled Electrical Maintenance on single and three phase pre-paid meters

- Scheduled & unscheduled Electrical Maintenance on Load control relays
- Possible wiring and electrical upgrading of load control relays and metering equipment as and when needed in the Municipal networks, etc.
- Issuing of notices.
- Replacement and sealing of equipment.
- Reporting daily
- All possible works as per Schedule of Quantity
- Emergency works as determined by Electrical Engineers or delegates of RLM.

2. RESPONSIBILITIES

RUSTENBURG LOCAL MUNICIPALITY

During the tendering stage, the officials of the Municipality will be responsible for the following: -

- (a) Compulsory Site Meeting - Providing the service providers with all information that will assist in preparing the tender for submission to the Municipality.
- ~~(b)~~ It must be stressed in the advert that the person that will complete the tender document must be available during the Compulsory Site Meeting.
- (c) Assistance and answering of questions for clarity to all on the attendance register during the Tender preparation timeframe.
- (d) Issue a Compulsory briefing session and pricing guideline on date briefing to all prospective bidders.

RLM officials shall further be responsible for the following: -

- (e) Preparation for purchase orders, ensuring that the correct description, quantities, and totals are clearly defined and finalised.
- (f) Liaising with the Budget & Treasury (buyer office) to ensure orders are properly captured, printed, signed and sent to the appointed service provider(s).
- (g) Confirming that the appointed service provider(s) has received orders and that they commence immediately with the process of delivering the required Labour.
- (h) Contractor/ Service Provider shall ensure his own fleet is available.
- (i) Checking all delivery notes to ensure that materials not supplied by RLM for whatever reason is ordered and delivered in quantities required and technical specifications must comply with RLM minimum standards.
- (j) Ensuring that the invoice submitted by the appointed service provider(s) corresponds to the Labour services rendered and the required material delivered.
- (k) Completing monthly Contractor Performance Management Reports
- (l) Informing the appointed service provider(s) of any non-conformance issues relating to the material delivered and ensuring that such non-conformances are rectified.

a. SERVICE PROVIDER

The Service Provider are responsible for the following: -

- (a) Compile a Risk Assessment on each job.
- (b) Have a copy of their approved safety file available.
- (c) Adheres to all OHSAct regulations and requirements.
- (d) Gathering the information necessary to prepare proper, accurate pricing to the Municipality.
- (e) Ensuring that they understand the type of electricity network of the Municipality and the tender requirements and needs.
- (f) Ensuring that the pricing schedules are properly and adequately costed to prevent the need for variations during implementation.
- (g) Ensuring that the tender submissions address the requirements of the terms of reference mentioned in the document.

The Service Provider will further be responsible for the following: -

- (h) Ensuring that they are fully conversant with the requirements of the contract.
- (i) Ensuring that they fully understand the technical requirements of the contract in relation to the labour services to be delivered when orders are issued.
- (j) Understanding their tender offer submissions and ensuring that when appointed, the labour supplied complies with both their offer and technical/contract requirements.
- (k) Immediately prepare for procurement and delivery of labour and possible emergency materials once the official order is received from the Municipality.
- (l) That they deliver the required service to the correct specification and adhering to the offered project labour period
- (m) That they inform the Municipality of any deviations, if necessary, timeously.
- (n) To rectify any non-conformance issues as raised by the Municipality from time to time.
- (o) Submit delivery notes with all orders (Labour and Material separately) delivered to the Municipality.
- (p) Submit correct invoices, with the correct addresses and marked attention of the accounting officer. Invoices should reflect the contract number and name, total quantities of (Labour and Material separately) delivered, total cost excluding and including VAT.
- (q) The risk assessments and any EPWP information shall be available per job invoice.

b. PROCESS AND PROCEDURES

- (a) In case of changes to the original delivery period for projects to be completed the service provider must inform the Rustenburg Local Municipality and state the reason why.
- (b) Escalations etc. must be sent timeously to RLM for consideration and approval.

3. DELIVERABLES

- (a) The appointed service provider is expected to deliver a fully compliant Electrical labour contracted services as per all specification, guidelines, timeframes and quality as per orders to the Rustenburg Local Municipality for a period of 24/7 for 12 months of each year.
- (b) The successful contractor/s shall make use of their own yellow and white fleet and his/her own equipment and tools of trade, and it shall be available in Rustenburg for the full duration of the contract.

4. EVALUATION CRITERIA

- Bids will be evaluated on Administrative Evaluation (Document completion and attachment of Mandatory documents), CIDB Grading 3 EP or Higher, Functionality table completed and 90/10 Preferential Point System.
- Technical Assessment Report shall be compiled for further evaluation.
- The service provider's experience in implementing similar projects.
- Portfolio of Evidence must be submitted with Tender.
- All service providers should attend the compulsory briefing session.
- the minimum CIDB rating of 3 EP shall be met.
- That all plant required is owned by the Company and that it is 24 hours available from them in Rustenburg to meet the 3 Hour response time.
No hiring will be permitted if not instructed for more than 1 x MV task to be executed at the same time.
- Qualified Project Manager with Comprehensive CV and experience.
- Qualified MV Jointers with Comprehensive CV and experience.
- Qualified MV Linesman's with Comprehensive CV and experience.
- Qualified Occupational Health and Safety Practitioner/ Risk Officer with Comprehensive CV and experience in the Electrical environment.

COMPULSORY BIDDER'S SKILLS AND PLANT CAPABILITIES TO BE COMPLETED

SKILLED WORK CAPABILITIES:

RLM RESERVE THE RIGHTS TO INSPECTION AND CONTACTING OF REFERENCES

1.1 Skilled artisans in employment. State categories and furnish numbers (*Attach CV's*):

Qualified Project/Site Manager

.....
.....

Qualified MV Jointer/s

.....
.....

Qualified MV Linesman/s

.....
.....

Qualified OHS Safety Practitioner / Officer

.....
.....

1.2 Particulars of machinery and plants that the Company shall have in Rustenburg on a 24-hour basis.

<u>PLANT</u>	<u>QTY</u>	OWNERSHIP
		<u>Y / N</u>
➤ 10-ton crane truck	-----	_____
➤ Cherry picker	-----	_____
➤ Mechanical trench back Actor / excavator	-----	_____
➤ 5-ton truck	-----	_____
➤ LDV's	-----	_____
➤ Cable trailer (to handle up to 400mm ² XLPE cable)	-----	_____

TOOLS

- | | | |
|---|-------|-------|
| ➤ Cable rollers | ----- | _____ |
| ➤ Alcon Indent Crimper for Aluminium Cables | ----- | _____ |
| ➤ Hexagon Crimper for Copper Cables | ----- | _____ |
| ➤ High Voltage Test Machine (Thumper) | ----- | _____ |

All above-mentioned vehicles and equipment are the property of the Company and shall be available 24 hours per day for the contract period and shall be able to meet the response time limitation of 3 HOURS from the issue of the verbal or written order by the RLM's official to proceed with a task or works.

Signature Date:.....

PRICING SCHEDULE AND CONSECUTIVE CLAUSES

- a) The bidders will submit prices that is inclusive as per BOQ guidelines.
- b) Evaluation shall be on the total tender evaluation price.
- c) The BOQ shall be used later in all invoicing submissions for verification of actual work.

PRICE ESCALATION ON LABOUR SERVICES

“Pricing shall remain the same throughout the initial term of the contract which is 12 months from appointment on this labour contract. The Contractor may negotiate pricing for subsequent extension terms (outer years 2 and 3) after the initial term as the guideline pricing is to be included in the summary of the “Bill of Quantity”.

The Contractor shall submit in writing any proposed increase in pricing at least sixty (60) days prior to the expiration of each 12 months term of the contract. The Contractor must provide documentation in support of the request.”

LABOUR INVOICING FOR PAYMENT

The Labour Contractor shall submit a tax invoice to RLM on or before the 20th of the month of delivery of Labour in the manner specified by RLM from time to time, setting out clearly the amounts claimed based on orders received and delivered.

The Service Provider / Contractor etc, shall motivate all invoices that deviate from the original tender price, or “Bill of Quantity” as captured in the BTO system on adjudication after 12 months.

Payment will only be made for material if the signed delivery note is attached to the invoice.

Any price variation / CPA / ROE and SEIFSA indices etc. on material to be supplied when there is no material in store, shall be attached to the invoice and invoiced separately from labour for auditing purposes by Finance, prior to payment. On Capital refurbishment or Replacement works a signed Hand over Certificate shall be attached.

RLM shall be entitled to withhold payment of any amounts claimed where there are legitimate queries outstanding or where proof of having performed the services, or doubt any price submitted by 3rd parties (subcontractors/ suppliers/ specialised service providers) to the RLM Contracted Service provider, of which a mark-up limited to 15% shall be paid.

This will enable the strive to a clean audit as per the AG requirements.

FUNCTIONALITY

RLM/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

FUNCTIONALITY CRITERIA & EVALUATION TABLE

Apart from the Functionality table, the submission of information required in Clause 5 above is compulsory for evaluation.

- (a) All bids must first meet all the submission requirements to be considered for evaluation
- (b) First evaluation phase will be functionality where bidders must obtain a minimum threshold of 70% points to be considered for second evaluation phase.
- (c) Second evaluation phase is an 90/10 price preference point system. In this phase all bidders who achieved the minimum threshold will be on equal footing during this evaluation phase.

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

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1. Company experience		25			
1.1	Company experience: Reputable track record in successful carrying out assignments of <u>similar Electrical projects</u> as described in this document.			The bidder must attach a full POE with appointment letters and reference letters / completion certificates. (For previously appointed labor contracts, signed reference letters on the employer's letterhead shall be submitted).	
	4 Appointment letters and reference letters/ completion certificates and above (Value= 5)				
	3 Appointment letters and reference letters/ completion certificates (Value = 3)				
	1 - 2 Appointment letters and reference letters/ completion certificates (Value = 1)				
2. Fleet Compliment		15			
2.1	Fleet Compliment: All plant required is to be owned or leased by the Company and it is 24 hours available from their site in Rustenburg with an Operator / Driver			The bidder must attach Proof of all Plant owned with License and Ownership certificates or Lease agreements showing details of plant leased and whom the plant is leased from, together with ownership certificates of the lessor.	
	<u>10-ton crane truck /Cherry picker/ TLB / 5-ton truck / LDV</u> is owned or leased by the Company. Fleet to be fully available and stationed in Rustenburg for the duration of the contract. (Value = 5)				
	<u>10-ton crane truck /Cherry picker / TLB/ LDV</u> is owned or leased by the Company. Fleet to be fully available and stationed in Rustenburg for the duration of the contract. (Value = 3)				
	<u>Cherry picker / TLB/ LDV</u> is owned or leased by the Company. Fleet to				

	be fully available and stationed in Rustenburg for the duration of the contract. (Value = 1)				
3. Tools		5			
3.1 Specific Tools: High Voltage Test Machine (Thumper) – Cable fault location equipment capable of locating faults up to 33kV				The bidder must attach Proof of all Tools owned with License and Ownership certificates or Lease agreements showing details of plant leased and whom the tools is leased from, together with ownership certificates of the lessor.	
	Own Cable Fault Locating Equipment (Value= 5)				
	Leased Cable Fault Locating Equipment (Value= 3)				
	No cable Fault Locating Equipment (Value= 1)				
4. Key Personnel					
4.1 Technical Personnel - Qualified Site Manager to conduct the unbundling and conditional assessment of infrastructure Maintenance and Refurbishment projects)		15		Attach a comprehensive CV (minimum NQF level 5 – in Electrical Engineering) with clear experience in conducting the unbundling and conditional assessment of infrastructure Maintenance and Refurbishment projects	
	5 Years' and above experience (Value = 5)				
	Above 2 years up to, and including 5 Years' experience (Value = 3)				
	Above 1 year up to, and including 2 Years' experience (Value = 1)				
	0 years up to, and including 1 Years' experience (Value = 0)				
4.2 Technical Personnel – Qualified MV Electrician & MV Cable Jointer/s		15		Attach a comprehensive CV, certified ID and copies of qualifications, trade test certificate and MV jointer certificate with regards to Electrical Engineering	
	5 Years' and above experience (Value = 5)				
	Above 2 years up to, and including 5 Years' experience (Value = 3)				
	Above 1 year up to, and including 2 Years' experience (Value = 1)				
	0 years up to, and including 1 Years' experience (Value = 0)				
4.3 Technical Personnel - Qualified MV Electrician & MV Linesman/s		15		Attach a comprehensive CV, certified ID and copies of qualifications, trade test certificate and MV linesman certificate with regards to Electrical Engineering	
	5 Years' and above experience (Value = 5)				
	Above 2 years up to, and including 5 Years' experience (Value = 3)				
	Above 1 year up to, and including 2 Years' experience (Value = 1)				

	0 years up to, and including 1 Years' experience (Value = 0)				
4.4 Technical Personnel - Qualified Occupational Health and Safety Practitioner / Officer		10		Attach a comprehensive CV, certified ID and copies of qualifications with regards to Occupational Health and Safety Training	
	5 Years' and above experience (Value = 5)				
	Above 2 years up to, and including 5 Years' experience (Value = 3)				
	Above 1 year up to, and including 2 Years' experience (Value = 1)				
	0 years up to, and including 1 Years' experience (Value = 0)				
TOTAL		100			

AUTHORITY FOR SIGNATORY

RLM/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

**PART A
MBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY

BID NUMBER:	RLM/DTIS/0164/2024/25	CLOSING DATE:	03 June 2025	CLOSING TIME:	10H00
--------------------	------------------------------	----------------------	---------------------	----------------------	--------------

DESCRIPTION	APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS
--------------------	--

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:

**RUSTENBURG LOCAL MUNICIPALITY
MISSIONARY MPHENI HOUSE
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
--	---	---	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
--------------------------------------	--	------------------------	---

SIGNATURE OF BIDDER		DATE	
----------------------------	-------	-------------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED	
--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
--	--

DEPARTMENT	SCM	CONTACT PERSON	Mr. J. Kgatle Mr. P. Bergh
CONTACT PERSON	Mr J. Masinga Ms. O. Pelesi	TELEPHONE NUMBER	014 590 3259 014590 3371
TELEPHONE NUMBER	014 590 3123 014 590 3148	E-MAIL ADDRESS	jkgatle@rustenburg.gov.za pbergh@rustenburg.gov.za
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za opelesi@rustenburg.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	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.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	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.
2.3	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.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

REFER TO ANNEXURES FOR BOQ

DECLARATION OF INTEREST

RLM/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

1. Any legal person, including persons employed by the state¹, 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, shareholder²):

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.

¹"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.

²"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.

.....

¹MSCM 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.

² 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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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	☐	NO	☐
-----	--------------------------	----	--------------------------

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	☐	NO	☐
-----	--------------------------	----	--------------------------

2.14.1. If _____ yes, _____ furnish
particulars.....

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number	Signature

NB: THE TABLE ABOVE IS TO BE FILLED IF THE COMPANY HAS MORE THAN ONE DIRECTOR.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

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

**RLM/DTIS/0164/2024/25 - APPOINTMENT OF
ELECTRICAL LABOUR CONTRACTED SERVICES
FOR THE MAINTENANCE, REPLACEMENT AND
REFURBISHMENT OF EXISTING INFRASTRUCTURE
OF THE ELECTRICAL NETWORK OF RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

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/DTIS/0164/2024/25 - APPOINTMENT OF
ELECTRICAL LABOUR CONTRACTED SERVICES
FOR THE MAINTENANCE, REPLACEMENT AND
REFURBISHMENT OF EXISTING INFRASTRUCTURE
OF THE ELECTRICAL NETWORK OF RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

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 90/10 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:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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:

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

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:

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

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 (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	2		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	2		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	1		Valid Sworn Affidavit
Persons with Disability	1		Disability verification letter
Youth	2		Certified ID copy
Women	1		Certified ID copy
SMME's	1		Company registration
Total	10		

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/DTIS/0164/2024/25 - APPOINTMENT OF
ELECTRICAL LABOUR CONTRACTED SERVICES
FOR THE MAINTENANCE, REPLACEMENT AND
REFURBISHMENT OF EXISTING INFRASTRUCTURE
OF THE ELECTRICAL NETWORK OF RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	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	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	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?	Yes ☐	No ☐

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/DTIS/0164/2024/25 - APPOINTMENT OF
ELECTRICAL LABOUR CONTRACTED SERVICES
FOR THE MAINTENANCE, REPLACEMENT AND
REFURBISHMENT OF EXISTING INFRASTRUCTURE
OF THE ELECTRICAL NETWORK OF RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS** (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 consortium³ 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.

³ 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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

Contents

Number	Heading
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	The Tender
--	------------

	Part T1: Tendering procedures
--	-------------------------------

T1.1	Tender Notice and Invitation to Tender
------	--

T1.2	Tender Data
------	-------------

	Part T2: Returnable documents
--	-------------------------------

T2.1	List of Returnable Documents
------	------------------------------

T2.2	Returnable Schedules
------	----------------------

	The Contract
--	--------------

	Part C1: Agreement and Contract Data
--	--------------------------------------

C1.1	Form of Offer and Acceptance
------	------------------------------

C1.2	Contract Data
------	---------------

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

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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) 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 4ME 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 3 EP 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 3 EP 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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Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Clause
Number

Tender Data

F.2.1.

Eligibility

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.

F.2.2

Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.

F.2.7

Clarification Meeting

There will be no compulsory briefing session.

F.2.10.5

Pricing and tender offer

Add the following to the clause:

A digital copy of the Bill of Quantities can be obtained from E-Tender portal

F.2.11

Alterations to documents

Add the following to the clause:

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.

Employer
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Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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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

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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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
F.2.15.1 each tender offer package are:

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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS** 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

Employer
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Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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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 1

Witness 2

Contractor

Witness 1

Witness 2



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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

Witness 2



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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, 90/10 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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Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Ownership	Points	Means of Verification
Rustenburg Jurisdiction	2	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	2	
Black People	1	
Persons with Disability	1	
Youth	2	
Women	1	Company Registration Documents
SMMEs	1	

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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.

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.

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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

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

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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 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.

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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 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

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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.

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.

F2.10.2 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

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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.

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.

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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.

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.

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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

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.

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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;
- 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

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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 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

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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.

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

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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

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

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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.
- 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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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:

$$\text{TEV} = \text{NFO} + \text{NQ}$$

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:

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

$$\text{TEV} = \text{NFO} + \text{NP} + \text{NQ}$$

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:

$$\text{NFO} = \text{W1} + \text{A}$$

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*
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	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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* Pm 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:

- 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,

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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

T2.2.1: Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details

Attach additional pages if more space is required.

Signed

Date

Name

Position

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Tenderer

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:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity		☐ 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) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature	
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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

*insert separate page if necessary

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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ 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)	
		cu rent	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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise	_____		_____
name	_____		

Employer

Witness 1

Witness 2

Contractor

Witness 1

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

11/11/2019

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

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/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

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
Name
Capacity

Date

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

Name and
signature

Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 Date.....
signature
of witness

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.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contact 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 50 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
	1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: Rustenburg Local Municipality C/o Beyers Naudé & Nelson Mandela Drive P O Box 550 Rustenburg 0300
1.3.6	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.
3.1.3	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: 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. 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. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	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: 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. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Engineer request a copy thereof. 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

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
	the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: 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). 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. 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.
4.3.4	Add the following new clause: Contractor's liability as mandatory 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.
4.3.5	Add the following new clause: Contractor to notify Employer 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.
4.3.6	Add the following new clause: Contractor's Designer 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.
4.3.7	Add the following new clause: 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

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
	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 53 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data																																									
		<table><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>TOTAL</td><td>655,7</td><td>19</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	TOTAL	655,7	19	
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October	57,5	2																																								
November	89,4	3																																								
December	105,8	3																																								
TOTAL	655,7	19																																								
	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.																																									
5.13.	Delete the contents of the clause and insert the following: 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. The penalty for delay shall be: R2000-00 per day. 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: 5.13.2.1certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); 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. 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. 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. 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.																																									
5.13.4	Add the following new Clause:																																									

Contract 55 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
	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: 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 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 utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; 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. The penalty for non-compliance is: 15% of the value of Works specified. 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.
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	Add the following to the clause: 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.
6.2.1	Add the following to this Clause: 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.
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".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.

Contract 56 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Contract Data
6.10.3	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 57 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 58 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).		
	Performance guarantee 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 59 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/DTIS/0164/2024/25

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

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.

Contract 61 C1.3
Part C1: Agreement and Contract Data

Form of Guarantee

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

CONTRACT
PART 2 (OF 4) : PRICING DATA

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

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 ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -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 64 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 or 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.

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Part C3: Scope of Work

Scope of work

Employer

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Contractor

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Witness 2

Contract 66 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C4.2: OSH Specifications



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

RUSTENBURG LOCAL MUNICIPALITY

For

ELECTRICAL LABOUR CONTRACTED SERVICES

Contract 1 C3
Part C3: Scope of Work

Scope of work

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General Notification

This document forms an integral part of the tender document and, in particular, shall constitute the Client's (Rustenburg Local Municipality.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Contract 2 C3
Part C3: Scope of Work

Scope of work

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Witness 2

Contractor

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1. Definition of Terms

- I. Client - Means any person for whom construction work is performed and or undertaken (Rustenburg Local Municipality for the purposes of this project)
- II. Construction site means a workplace where a construction work is being performed
- III. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- IV. Competent person means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- V. Principal Contractor-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- VI. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VII. Occupational Health and Safety Specification- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working ,visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- VIII. Risk-means the probability that injury or damage may occur
- IX. Hazard-means a source of or exposure to danger

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2. Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them. Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities.

3. The Client's commitment to Occupational Health and Safety Management

Rustenburg Local Municipality is committed to responsible occupational health, safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;

Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;

- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

Employer

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4. Scope

To develop a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by **RLM/DTIS/0164/2024/25 - APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE, REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS:**

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

5. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (Rustenburg Local Municipality) on compliance to the applicable legal requirements related to the activity / task / process.

6. Change or Review of Specifications

Whenever the client (Rustenburg Local Municipality) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

7. Safety Files

7.1. Preparation and Submission of safety file

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability

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4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) & 2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;
 - Inspection and maintenance template of explosive powered tools;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;

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- Fire equipment inspection and maintenance template;
- Record of hazardous chemical substances template kept and used on site;
- Ladder inspection template;

- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspection templates of stacking and storage;
- Inspections templates of structures;
- Inspections templates of vessels under pressure;
- Inspection templates of welding equipment; and
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

7.2. Evaluation and approval of Safety file

The client (Rustenburg Local Municipality) will conduct an initial inspection and evaluation of the Principal Contractor's OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file within 5 days after receiving the induction training from the Client. The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

7.3. Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;

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- Contractor's forum OHS meetings held at Rustenburg Local Municipality

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

7.4. Project close-out and submission of consolidated Health & Safety File.

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to Rustenburg Local Municipality as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by Rustenburg Local Municipality on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings;
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers:

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8. OHS Specification Requirements

8.1. General Requirements of Health and Safety Plan

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

It is expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Principal Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

8.2. Outline of Health and Safety Plan

The Principal Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,

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- b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment(safe working procedures)
 - vi. Monitoring and reviewing,
- 3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
- 4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
- 8. Financial Aspects,
- 9. Emergency procedures and response

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8.3. Risk Assessment

8.3.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of

suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

8.3.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

8.3.2.1 Activity based risk assessment

The Contractor will be required to carry out activity based risk assessment before the commencement of construction activities on the Works. This risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and

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facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

8.3.1.1 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments

8.3.1.2 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

8.3.4 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

8.3.5. Elements of a Risk Assessment

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature or risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

8.3.4 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

8.3.5 Elements of a Risk Assessment

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 5) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 6) Systematically identify risks,
- 7) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 8) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,

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- 1) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 2) Monitor and review progress and performance in terms of management system, and
- 3) Communicate and consult.

The above steps are as depicted in Figure 1, below.

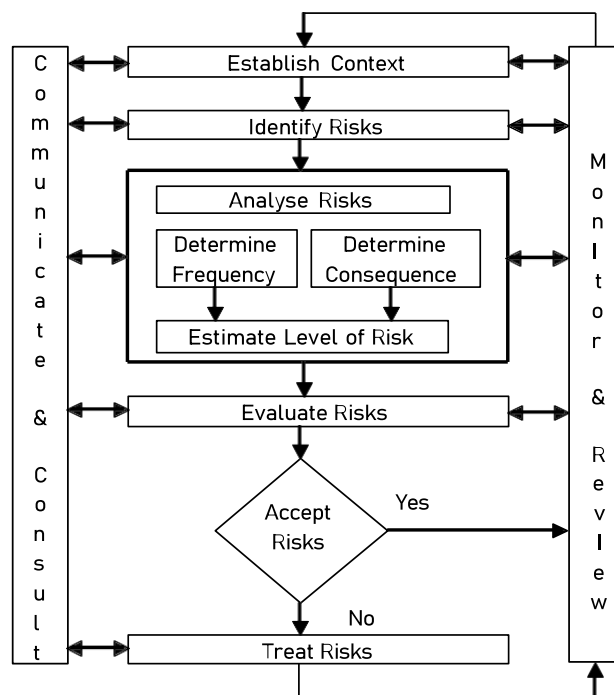


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

Refer to Baseline Risk Assessment Annexure 2 of this specification.

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8.3.5.1 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

8.3.5.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

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Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration. The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

8.3.5.3 Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

8.3.5.4. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

8.3.6. Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent. The essential contents of the document should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),

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- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks)

Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the construction work.

8.3.7. Communication and Consultation

The Principal Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Client or Safety Agent, the Engineer and the Contractor's employees and consultants.

8.4 Resources

8.4.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the project (construction work)

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3.3.5.2 Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence, proof of competence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Principal Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

8.4.3. Competencies

The Principal Contractor shall appoint competent person to perform duties that require competency.

8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.4.5 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

8.5 Fall Protection Equipment

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.8 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- How will the Principal contractor ensure competent supervision of excavation work
- How will the Principal Contractor establish the stability of ground prior to excavations,
- What steps will the Principal Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?

8.9 Demolition work

Principal Contractors is required to adhere to Section 14: Demolition work, of the Construction Regulations, 2014.

The Principal Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- How he will comply with the explosives legislation where the demolishing work involves the use of explosives
- Dust control measures
- Noise control measures

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.10. Suspended platform

The Principal Contractor shall with reference to Section 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint in writing a competent person who will supervise all suspended platform works operations.
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms

8.11. Material hoists

The Principal Contractor shall with reference to Section 19: Materials Hoist, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
- Appoint in writing a competent person to inspect material hoist
- What systems he intends using to ensure the safety of all material hoists,
- How inspections will be carried out daily
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- Ensure competence of operators of hoist material
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists?

8.12Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Principal Contractor shall with reference to Section 22: Cranes, of the Construction Regulations 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- How will environmental factors be taken into account in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will proof the medical fitness of the tower crane operators,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The Principal contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

8.12 Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

8.12.1 How he intends ensuring that construction vehicles and mobile plant are:

8.12.1.1 Of acceptable design and construction,

8.12.1.2 Maintained and in good working order,

8.12.1.1 Used according to design specifications, and

8.12.1.2 Are protected from falling into excavations, water or areas lower than the working surfaces,

8.12.2 How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,

8.12.3 What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,

8.12.4 How he intends to comply with the National Road Traffic Act 1996, and

8.12.5 How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.13 Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Principal Contractor shall with reference to Section 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- 8.13.1 Appointment of competence person for all temporary control and inspection of all temporary electrical installations,
- 8.13.2 How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- 8.13.3 How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

8.14 Housekeeping and general safeguarding on construction sites

Principal Contractors will be required to adhere to Section 27: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

8.15 Stacking and storage on construction site

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Section 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Who will supervise the stacking and storage of materials on site,
- What systems are intended to ensure the safe stacking and storage of materials on the site and
- How he will keep the storage areas neat and under control

8.15 Fire precaution on construction sites

Principal Contractors will be required to adhere to Section 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How the Principal Contractor will minimize the risk of fire on the site
- How the Principal Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Principal Contractor will train in firefighting as per risk assessment
- What organization the Principal Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

8.16 Construction employees' facilities

Principal Contractors will be required to adhere to Section 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 10400.

The Principal Contractor must discuss the following in detail in his safety plan:

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport?

8.17 Operational Control of the Construction Site

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of all categories of work.

8.17.1 Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

8.17.1.1 Identify training requirements in the use and maintenance of personal protective equipment,

8.17.1.2 The type of personnel safety equipment he will provide,

8.17.3 How he intends issuing it to his employees, and How he will maintain the personnel safety equipment issued.

8.17.2 Display of substituted notices and Signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contraction yards.

Area/Activity where construction sign is needed	Notice or sign required in
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 (c)
First Aid box	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)
Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9

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Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7
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8.17.3 First Aid, Emergency Equipment and Procedures

The Principal Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

8.17.3.1 How he intends to ensure competence of first aiders and

8.17.3.2 What emergency equipment will be used

8.17.4 Work in confined spaces

The Principal Contractor shall comply with Section 5 of the General Safety Regulations regarding work in confined spaces.

8.17.4.1 How he intends to ensure competence of the people working in confined spaces.

8.17.4.2 What steps to be taken to ensure the safety of the confined space and the air therein

8.17.4.3 What measure he intends to put in place in case of emergency in a confined space

8.17.5 Welding, flame cutting, soldering and similar operations

The Principal Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

How the contractor intends to inform employees of the Safe operations and use of equipment and hazards which may arise

8.17.6 Ladders

The Principal Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?

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Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.17.7. Environmental Conditions

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

8.18 Implementation of Contractors' Health and Safety Plan

8.18.1 General

The Principal Contractor shall describe in his Health and Safety Plan how he intends implementing his OHS plan.

The Principal Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Principal Contractor shall indicate:

- 8.18.1.1 How internal audits will be carried out,
- 8.18.1.2 How audit findings will be addressed,
- 8.18.1.3 How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- 8.18.1.4 How he intends to review the safety plans,
- 8.18.1.5 How he would train staff and keep training records

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.18.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,
- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

8.18.3 Incident Reporting, Investigation and Recording

The Principal Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.18.4 Training

The Principal Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and

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Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- The precautionary measures which should be taken regarding the above.

The Principal Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

8.18.4.1 General induction Training

8.18.4.1.1 All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction

8.18.4.1.2 All employees of the principal contractor and other contractors must be in possession of proof of Induction Training

8.18.4.1.3 All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.

8.18.4.1.4 All visitors must undergo an induction training on arrival to site

8.18.4.2 Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

8.18.4.3 Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.18.4.4 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- 8.18.4.4.1 Toolbox Talks
- 8.18.4.4.2 Posters
- 8.18.4.4.3 Videos
- 8.18.4.4.4 Competitions
- 8.18.4.4.5 Participative activities such as Occupational Health and Safety Circles

8.15 Safety Meetings

The Principal Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. The meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Safe Work procedures
- Protective clothing / equipment
- Housekeeping
- Inspections
- General safety topics

8.16 Occupational Health and Safety Committees

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Safety Committee must meet but at least twice a month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports
- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

8.17 Inspections and Monitoring

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

8.18 Auditing

8.18.1 Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

8.18.2 Audits by Client or Safety Agent

The Client or Safety Agent will carry out period audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

The audits described above only constitutes part compliance by the Client or the Safety Agent with section 5.(1)(o) of the Construction Regulations, 2014.

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.19 Inspections and Monitoring

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

8.20 Auditing

8.20.1 Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8.20.2 Audits by Client or Safety Agent

The Client or Safety Agent will carry out period audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- iii) The audit or follow-up audit are carried out during ordinary working hours, and
- iv) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

The audits described above only constitutes part compliance by the Client or the Safety Agent with section 5.(1)(o) of the Construction Regulations, 2014.

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulation

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Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ANNEXURE 1
LEGAL APPOINTMENTS TEMPLATES

Contract 42 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 43 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

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 45 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

Contract 46 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 nameSignatureDate

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 nameSignatureDate

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

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 54 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 55 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 56 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

BASELINE RISK ASSESMENT AND SAFETY SPECIFICATION.

	Rustenburg Local Municipality: Electrical Engineering Services	
	Baseline Risk Assessment	

PROJECT INFORMATION:

LOCATION:	SCOPE OF WORK:
Throughout Rustenburg Local Municipality Electricity Network	ELECTRICAL LABOUR: ELECTRICAL INFRASTRUCTURE/CONSTRUCTION & MAINTENANCE (AS AND WHEN NEEDED)

Contract 57 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RISK RATING AND ABBREVIATIONS:

Risk Rating	Abbreviations
15-25 EXTREME	S = SAFETY
8 - 14 HIGH	H = HEALTH
4 - 7 MEDIUM	E = ENVIRONMENT
1 - 3 LOW	Q = QUALITY

Contract 58 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RISKS CONSEQUENCES AND PROBABILITY:

RISKS		CONSE- QUENCES	PROBABILITY				
			Almost Certain	Likely	Possible	Unlikely	Almost Impossible
			5	4	3	2	1
S H E Q	Multiple fatalities, or significant irreversible effects to >50 persons Serious, long term environmental impairment of ecosystem function Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider	5	25	20	15	10	5
S H E Q	Single fatality and/or severe irreversible disability to one or more persons Serious medium term environmental effects Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider	4	20	16	12	8	4

Contract 59 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S H E Q	Moderate irreversible disability or impairment (<30%) to one or more persons. Moderate, short-term effects but not affecting ecosystem function Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider	3	15	12	9	6	3
S H E Q	Objective but reversible disability requiring hospitalization Minor effects on biological or physical environment Minor impact on quality of product / Minor impact on relationship with customer or service provider	2	10	8	6	4	2
S H E Q	No medical treatment required. Limited damage to minimal area of low significance Limited impact on quality of product / Minimal impact on relationship with customer or service provider	1	5	4	3	2	1

Contract 60 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PROJECT BASELINE RISK ASSESSMENT:

No:	Task	Activities	Hazards in Carrying out this Activities:	Risk (Harm):	Risk Analyses:				Risk Reducing Control Measures:
					SHEQ:	Consequence:	Probability	Risk Rating:	
1	Site Establishment	Arrival of site Personnel.	Not communicating the site hazards / risks to employees and visitors Oil leaks of vehicles Not using PPE Uninform local Communities Local water not fit for human consumption Contaminate containers used for drinking water	Injuries to personal and visitors Soil pollution Employees become ill	SHE	4	4	16	Insure that local community is informed of proposed construction by means of Community Leaders. To ensure that the local community are aware of the danger that the project posing to them. Make use of drip tray to contain oil leaks Worn correct PPE for the right job Training. Ensure daily checks are done before work commences and record in daily check sheets/ log books Remove any oil/ diesel leaking mobile equipment/ vehicles from site and have them repaired at a competent, qualified mechanic

Contract 61 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	Site Orientation	Site orientation	Not communicating the site hazards / risks to employees	injury	S	1	3	3	Barricade or cover trenches when not working in them Discuss on Toolbox talk
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Contract 62 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		Clearing site	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.
		Offloading of material and equipment	Incompetent operator Crane in poor condition Crane leaking oil Not using out riggers Defective slings Slings not secure on proper manner Sharp edges Substandard lifting operation – Danger to employees and equipment. Swinging loads	Property damage Serious injuries may lead to fatal Pollution Cuts and bruises Slings may breaks and lead to falling equipment- serious injuries and damage to property	S H E	4	4	16	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. Make use of guide rope to prevent loads from swinging Safe work procedures

Contract 63 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		Driving a vehicle	Hijacking Motor vehicle accident Falling asleep while driving causing a motor vehicle accident.	Armed robbers Un-roadworthy vehicle Fatigue	S	3	4	12	Pre-inspection to be conducted Periodical vehicle maintenance to be done Personnel to travel in pairs Drivers to be authorised
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Contract 64 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		Storage of material and equipment	Incorrect lifting methods Unsafe storage of fuel for driven machinery (compactors) in a confined space Smoking near flammable substance Oil / fuel leaks Fumes or toxic substances	Back injuries Fire , may lead to serious injuries to fatal Environmental -(soil, ground water) pollution Inhaling of fumes and chemical substance may lead to health and lung problems	S H E	2	3	6	Awareness training Used correct lifting methods (bend your knees with a straight back Only smoke in designated smoking areas Never smoke near flammable substances Store the fuel driving machinery always on a drip tray, to prevent pollution
		Erecting site camp	Sharp edges Falling objects Pinch Dust	Injuries / cuts and bruises May cause serious injuries to employees. Hand / foot injuries Inhaling problems may lead to health problems	S H E	2	3	6	Training. PPE-Hard Hats, Safety Shoes, Gloves, dust masks Look what you are doing

Contract 65 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		Erecting fences and gates	Flying objects Defective tools / hand make tools Incorrect lifting methods Dust Exposer to wet cement Bad housekeeping	Pinching hands and fingers. Equipment might slip causing injury to legs and feet. Sharp Edges – May cause lacerations to hands and fingers. Ergonomics – Injuries to the back and muscles. Trip and fall – injuries to hands and knees – damage to equipment – loss in time – financial implications. Cement burns. Cements splashes – <i>Serious damage to eyes.</i> Soil pollution.	S H E	2	2	4	Awareness training (tool box talks) Worn eyes protect to prevent objects get into your eyes Use correct lifting methods, bend your kneed with a straight back. Pre use inspection of all tools and equipment Make use of competent staff. Supervision. PPE: Rubber Gloves, Safety goggles, Dust Masks & Rubber Boots. Clean equipment on the excavated soil so that it will be used for back filling. Environmental awareness training
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Contract 66 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2	GENERAL	Excavations and backfilling.	Incompetent operator. Defective mobile plant. Oil / fuel leaks. No spotter to guide Operator under the influence of alcohol and other drugs. Operating when experience fatigue. Use cell phone while operating. Bad vision through wind screen Outtrigger not fully extend. Faulty outriggers. Underground service (electrical cables). Noise. Dust. Uneven soil surfaces. Unmanned open trenches. Working with local labourers.	Damage of company property. Serious injuries may lead to fatal. Burns. Soil pollution. Electrocutions. Explosions. Fire. Inhalation, resulting in acute and or chronic breathing problems. Eye injury . NIHR (Noise induce hearing loss). Soil pollution.	S H E	4	4	16	Conduct HIRA Training of workers and local labourers Conduct safety talks Tool box talks / awareness training Pre use inspections of TLB for leaks, defects 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. Monitoring operators hours and stop operations to rest if necessary Operator must take frequent breaks and adequate rest after hours. Stop operations when using cell phone Disciplinary action will be taken against persons using cell phone during operations. Do not operate TLB with a cracked windscreen Replace faulty windscreen Inspect outriggers before any work commence. Obtain excavation permit from client Client to point out all underground cables, waterlines, Areas must be marked and excavation must be done by hand. (don't make use of picks, forks or jack hammers) Excavation supervisor to monitor each scoop by TLB and advise operator the depth.
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Contract 67 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

			Working on the shoulder of the road and pedestrians. Failure to comply with traffic accommodation plan.						Dig alongside service not on top of it. Noise levels to be monitored and dealt with accordingly. Issue hearing protection and enforce the use there of in noisy zones. Dust to be controlled by wetting access roads by means of water bowser. Worn proper PPE (Safety gloves, safety goggles, hard hat, safety boots, earplugs, dust masks, long sleeve overall, reflector vest. Adequate supervision at all times. Enforce good housekeeping. All open excavations to be clearly demarcated for employees and public not to fall into trenches. Comply with traffic accommodation plan always.
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Contract 68 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3	CABLES	Installation of cables	In danger of the sides / walls of the excavation collapsing. Incorrect use of hand tools. Unsafe handtools Fire spreads. Oil spillage	suffocation and death. Inhalation, resulting in acute and or chronic breathing problems. Injuries from hand tools. Burns from fire while hot shrinking termination and jointing kits.	S H E	4	4	16	Conduct HIRA Do a soil survey. Excavation must be shored and battered back 45 degrees if there is a danger of the sides collapsing and the excavation is deeper than 1.5m. All hand tools must be listed on the prescribed checklist and checked for integrity at prescribed intervals. Only trained and qualified workers must install cables. Installation instructions must be followed at all the times. Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.
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Contract 69 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4	Installation of Dangerous Switchgear (MS, T3, RM6, T4, ODS, RMU)	Installation and repair of defects	Potential live circuits. Oil leakages from transformers and switchgears. Defective slings proper manner Sharp edges Substandard lifting operation – Danger to employees and equipment. Swinging loads Failure to comply with traffic accommodation plan.	Electrocutions Enviromental pollution due to oil spills Serious injuries may lead to fatal Cuts and bruises from tools Slings may breaks and lead to falling equipment-serious injuries and damage to property	S H E	4	4	16	Conduct HIRA Make use of competent, responsible and certified electricians. Always test the circuit to check whether it is live or dead. Clean up oil spillage immediate and disposed contaminated waste according environmental legislation. Make use of a spotter to assist the operator. Supervision. PPE: Gloves, Safety goggles, Hard Hat & Safety Shoes. Make use of guide rope to prevent loads from swinging Safe work procedures Comply with traffic accommodation plan always. Always test the circuit to check whether it is live or dead.
5	OVERHEADS	Installation and repair of defects	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 70 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

			employees equipment. Swinging loads	and						rope to prevent loads from swinging Safe work procedures
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Contract 71 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.	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.

Contract 72 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

			Substandard lifting operation – Danger to employees and equipment. Swinging loads						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
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Contract 73 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 74 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 75 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 76 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
APPOINTMENT OF ELECTRICAL LABOUR CONTRACTED SERVICES FOR THE MAINTENANCE,
REPLACEMENT AND REFURBISHMENT OF EXISTING INFRASTRUCTURE OF THE ELECTRICAL
NETWORK OF RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

Contract number: RLM/DTIS/0164/2024/2025

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 77 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

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 78 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 79 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 80 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

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 aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

Witness 1 Witness 2



RUSTENBURG LOCAL MUNICIPALITY



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.



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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;



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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;



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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.



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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.