



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| PARTICULARS OF THE BIDDER | |
|--|-------------|
| NAME OF THE BIDDING OR TENDERING COMPANY | |
| | |
| | |
| | |
| | |
| POSTAL ADDRESS | |
| | |
| | POSTAL CODE |
| STREET ADDRESS (PHYSICAL ADDRESS) | |
| | |
| | |
| | POSTAL CODE |
| E-MAIL ADDRESS | |
| TELEPHONE NUMBER (TELKOM LINE) | |
| CIDB CRS NUMBER | |
| CELLPHONE NUMBER | |
| ALTERNATE CELLPHONE NO. | |
| CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY | |

THE TENDER
Part T1: Tendering procedures

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
 - **COMPULSORY QUESTIONNAIRE** must be fully completed and signed
In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.
 - **MBD 1** must be fully completed and signed
 - **PRICING SCHEDULE** must be fully completed and signed
 - **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - *In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*
(complete if applicable)
 - **MBD 6.1** – must be fully completed.
 - **MBD 7.2** must be fully completed.
 - **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - **MBD 9** - must be fully completed and signed

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- **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
- Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
- **SIGNATORY AUTHORISATION** – complete and sign the form
- The document must not be dismantled; page numbers must be sequential

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with tender reference number as stipulated in the tender document.
- ✓ Full CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Current municipal rates and taxes statement (from previous billable month) for each directors’ address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations 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 (from previous billable month) for the company’s’ address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or

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- ✓ 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!!

- ✓ **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**
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached

VERIFICATION OF DOCUMENTS AND INFORMATION

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.
- ✓ Failure to comply with the above will lead to the bid not being opened.

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Contractor

Witness 1

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1. Bid documents available at a non-refundable amount of R 3 000-00 per bid document are available on the e-tender website and must be downloaded.
2. A compulsory briefing session will be held as follows: **21 February 2023 from 10H00 @ the Missionary Mpheni House, Rustenburg Local Municipality. Cnr Beyers Naude and Nelson Mandela Drive**
3. Sealed bid documents marked: **“RLM/DRT/0043/2022/23- Appointment of a contractor for the construction of Rustenburg Rapid Transport stations superstructures Zone C”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **27 March 2023 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Functionality (minimum qualifying score 70 out of 100), CIDB grading 7GB or higher and 80/20 Preference Point system (price = 80 & Specific goal = 20)**
5. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
6. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
7. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
8. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted.
9. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
10. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
11. 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.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

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RUSTENBURG LOCAL MUNICIPALITY, P.O. BOX 16, MISSIONARY MPHENI HOUSE

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RUSTENBURG LOCAL MUNICIPALITY

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- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**

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MBD 1

T1.1 Tender Notice and Invitation to Tenders

NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY APPEAR IN THE TABLE OF CONTENTS FOR EASE OF REFERENCE.

PART A INVITATION TO BID

| | | | | | |
|---|--|---------------|---------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY | | | | | |
| BID NUMBER: | RLM/DRT/0043/2022/23 | CLOSING DATE: | 27 March 2023 | CLOSING TIME: | 09H00 |
| DESCRIPTION | APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C | | | | |

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 | | | | | |
| CIDB GRADING – 7GB OR HIGHER | | | | | |
| 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: |

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T1.1
Tender Notice and Invitation to Tenders

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| | | | |
|--|--|---|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> 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 | ROAD and TRANSPORT | |
| CONTACT PERSON | MS B MANGANYE | MR T PHIRI | |
| TELEPHONE NUMBER | 014 590 3633 | 014 590 3725 | |
| E-MAIL ADDRESS | jmasinga@rustenburg.gov.za | tphiri@rustenburg.gov.za | |

THE TENDER
Part T1: Tendering procedures

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T1.1
Tender Notice and Invitation to Tenders

Employer

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Contractor

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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 | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**THE TENDER
Part T1: Tendering procedures**

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**T1.1
Tender Notice and Invitation to Tenders**

Employer

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Contractor

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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 CE class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none">1. Every member of the joint venture is registered with the CIDB;2. The lead partner has a contractor grading designation in the 7GB 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 7GB 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. |
| 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. |

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T1.2
Tender Data

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| Clause Number | Tender Data |
|----------------------|--|
| F.2.7 | Clarification Meeting There will not be any briefing session. Should there be any addendum it will be published on either/or of the following websites E-Tender, CIBD and Municipal website. |
| 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 Mr L Mokoka (Email: lmokoka@rustenburg.gov.za upon sufficient notice. |
| 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. |

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T1.2
Tender Data

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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:

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.

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T1.2
Tender Data

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Clause Number

Tender Data

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
F.2.15.1

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

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

Physical address: Missionary Mpheni House,
c/o Beyers Naude and Nelson Mandela Drive,
Rustenburg.

Identification details: BID NO: RLM/DRT/0043/2022/23- APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE B , 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
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.

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T1.2
Tender Data

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**Clause
Number**

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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.

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.

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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:

1. a Certificate of Contractor Registration issued by the Construction Industry Development Board
2. a copy of the CSD summary report
3. Copies of legal registration documents of the company/close corporation/partnership including certified copies of identity documents of directors.
4. Bank Rating Letter
5. Documents and Schedules listed in Part T2.

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 2 (Functionality, 80/20 Preferential Point System).

POINTS AWARDED FOR FUNCTIONALITY

The tenderer will be required to achieve a minimum score of **70 points** in the technical evaluation to be considered further in the valuation process.

FUNCTIONALITY

For a bidder to qualify it is a requirement to score a minimum of 70 out of a maximum of 100 points for functionality.

Value: 0 = unmeasurable; Values: 1 = Poor; 3 = Good; 5 = Excellent

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The functionality shall be scored as follows:

For a Contractor to qualify it is a requirement that a Contractor score a minimum of 70% out of a maximum score of 500 (100 weight points x 5 maximum value = 500) for functionality.

Values: 1 = Poor; 3 = Good; 5= Excellent

| | Criteria | Weight | Value | Score |
|------------|--|-----------|-------|-------|
| 1 | Previous Experience (35) | | | |
| 1.1 | Project size building projects (35) (PLEASE attach appointment letters and completion letters per project on client letterhead , 3 or more) | 35 | | |
| | <ul style="list-style-type: none"> • R 1 000 000 – R 9 000 000 (Value=1) • R 10 000 000 – R 19 000 000 (Value=3) • Above R 20 000 001 (Value=5) | | | |
| 2 | Key project personnel - (Please attach organogram) | | | |
| 2.1 | Experience in years (50) | | | |
| | Project Manager (5) (Btech, Beng or Bsc in Civil Eng)(Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1-5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 10 | | |
| | Contracts Manager (5) (Btech, Beng or Bsc in Civil Eng) (Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1-5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 10 | | |
| | Site Agent (5) (ND in Civil or higher) (Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1-5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 10 | | |

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| | | | | |
|----------|---|------------|--|--|
| | Quantity Surveyor (3) (Btech, Beng or Bsc in Quantity Surveying) (Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1-5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 5 | | |
| | General Foremen – Buildings (3) (ND in Civil or higher) (Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1- 5 years (Value=1) • 6-10 years (Value=3) • 13 years and above (Value=5) | 5 | | |
| | Surveyor (2) (Attach CV with clear relevant Building projects experience) <ul style="list-style-type: none"> • 1- 5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 5 | | |
| | Health and Safety Officer (2) (Safety management ND) <ul style="list-style-type: none"> • 1- 5 years (Value=1) • 6-10 years (Value=3) • 11 years and above (Value=5) | 5 | | |
| 3 | Locality | 5 | | |
| 3.1 | Outside North West (Value = 1) | | | |
| 3.2 | Within Northwest (Value = 3) | | | |
| 3.3 | Within Rustenburg (Value = 5) | | | |
| | Bank rating – Letter from the bank showing companies bank rating | | | |
| 4 | A – Value = 1 (value ≤ 1.33 million) B – Value = 3 (value between 1.34 and 3.9 million) C – Value = 5 (value ≥ 4 million) | 10 | | |
| | <ul style="list-style-type: none"> • TOTAL | 100 | | |

Calculate the points scored for functionality according to the following formula:

$$P_s = \frac{S_o}{M_s} \times A_p$$

where:

- P_s = percentage scored for functionality by tender under consideration
- S_o = total score of tender under consideration

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- M_s = maximum possible score, i.e $5 \times 100=500$
- A_p = percentage allotted for functionality (in this RFP=100%)

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

The tenderer will be required to achieve a minimum score of 70 points in the technical evaluation to be considered further in the valuation process.

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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.

| Ownership | Points | Means of Verification |
|-----------|--------|-----------------------|
|-----------|--------|-----------------------|

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

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Annex: Standard Conditions of Tender

(As contained in Annexure 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, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive 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.

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 fulfil his or her duties impartially.

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- 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

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 reissue 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

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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.

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.

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F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) 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.

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

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

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

F.2.11 Alterations to documents

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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 no 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.

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 email will be rejected by the employer, unless stated otherwise in the tender data.

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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 nonresponsive.

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.

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.

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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.

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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

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

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.

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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 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 a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

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- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
 $TEV = NFO + NQ$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5 Method 4: Financial offer, quality and preferences

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.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

$$NFO = W1 \times A$$

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 1a | Option 2 a |
|----------------------|---|--|---------------|
| 1 | Highest price or discount | $(1 + \frac{(P - P_m)}{P_m})$ | $A = P / P_m$ |
| 2 | Lowest price or percentage commission / fee | $(1 - \frac{(P - P_m)}{P_m})$ | $A = P_m / P$ |
| where: | | | |
| <i>P_m</i> | = | the comparative offer of the most favourable tender offer. | |
| <i>P</i> | = | the comparative offer of 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,

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

F.3.14 Prepare contract documents

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

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

F.3.14.2 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 other tenderers that their tender 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.

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.

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THE TENDER PART T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

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T2.1 List of returnable documents

1. Tenderers will be required to submit the following with within seven days of receipt of the Employer's written request for same:
 - (a) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
 - (b) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
 - (c) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
 - (d) 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).
 - (e) Curriculum Vitae of all supervisory staff.
 - (f) Insurance
 - (g) Guarantee

2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.

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List of Returnable Documents

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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 |
|----|-------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer

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**T2.1
List of Returnable Documents**

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T2.2.2: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |

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List of Returnable Documents

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



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*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:

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

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

*insert separate page if necessary

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

- 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

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List of Returnable Documents

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



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Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____

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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 , 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 |
|---------------------|---------|---|
| <i>Lead partner</i> | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |

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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. |
|----|---|----------------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Signed

Date

Name

Position

Tenderer

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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 _____

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**T2.1
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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

THE TENDER
Part T2: Returnable Documents

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T2.1
List of Returnable Documents

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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 | | |

THE TENDER
Part T2: Returnable Documents

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T2.1
List of Returnable Documents

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

THE TENDER
Part T2: Returnable Documents

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T2.1
List of Returnable Documents

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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

THE TENDER
Part T2: Returnable Documents

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T2.1
List of Returnable Documents

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.9: Supervisory and Safety Personnel

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

| Name | % Time on Site | Position (Current) | Service (Years) | Name of Project And year executed | Value of Works | Position Occupied |
|--|----------------|--------------------|-----------------|-----------------------------------|----------------|-------------------|
| Contracts Manager | | | | | | |
| Contractor's Site Agent | 100% | | | | | |
| Contractor's Foremen | | | | | | |
| Construction Health and Safety Officer | 100% | | | | | |
| 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

Employer

Witness 1

Witness 2

Contractor

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 center 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.

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.

6. 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8. Imported Employee
 Personnel permanently employed by Contractor.

9. Local Employee
 Temporary workforce employed through Labour Desk.

MAN DAYS

| Categories | a) No. of Man Days | | d) HDI (Y/N) |
|---------------------------------------|--------------------|----------|--------------|
| | b) Imported | c) Local | |
| 1. Contracts Manager | | | |
| 2. Site Agent | | | |
| 3. Foreman/Supervisors (specify type) | | | |
| 3.1 ----- | | | |
| 3.2 ----- | | | |
| 3.3 ----- | | | |
| 4. Safety Inspectors (specify type) | | | |
| 4.1 ----- | | | |
| 4.2 ----- | | | |
| 5. Charge hands | | | |
| 6. Artisans | | | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Categories | a) No. of Man Days | | d) HDI (Y/N) |
|-------------------------|--------------------|----------|--------------|
| | b) Imported | c) Local | |
| 7. Operators/Drivers | | | |
| 8. Clerks/ Storeman | | | |
| 9. Team Leader | | | |
| 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

T2.2.13: 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 this tender
- a joint venture, and attach hereto
 - an notarially certified copy of the original document under which the joint venture was constituted; and
 - certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

T2.2.14: General Conditions of Contract

(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

6.1. All pre-bidding testing will be for the account of the bidder.

6.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

6.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

6.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

6.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

6.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

6.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

6.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and.
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's delivery and/or performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser.
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage does not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1. 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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SPECIAL CONDITIONS OF CONTRACT

Termination by Employer and Appointment of a completion Service Provider (Contractor)

In an event where the successful Service Provider (Contractor) has failed to execute the contract as per the conditions of the contract, thus resulting in termination of the contract as per **Clauses 9.2.1.1, 9.2.1.2, 9.2.1.3 (1)(2)(3)(4)(5)(6)(7)(8)**, of the **General Conditions of Contract 2015, Third Edition**. Then, the Employer (Rustenburg Local Municipality) reserves the right to appoint the second highest scoring bidder in the same tender for completion of the contract.
Any incurred losses and damages will be claimed against the terminated Service Provider(Contractor).

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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T2.2.16:

MBD 4: DECLARATION OF INTEREST

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

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? [TICK APPLICABLE BOX] YES / NO

3.8.1 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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(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.

3.9 Have you been in the service of the state for the past twelve months? [TICK APPLICABLE BOX] YES / NO

3.9.1 If yes, furnish particulars.....

3.10 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

3.10.1 If yes, furnish particulars.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state whomay be involved with the evaluation and or adjudication of this bid? [TICK APPLICABLE BOX] YES / NO

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company’s directors, trustees, managers,principle shareholders or stakeholders in service of the state? [TICK APPLICABLE BOX] YES / NO

3.12.1 If yes, furnish particulars.....

3.13 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

3.13.1 If yes, furnish particulars.....

3.14 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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or not they are bidding for this contract.

[TICK APPLICABLE BOX] YES / NO

3.14.1 If yes, furnish particulars.....

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

| Full Name | Identity Number | Personal Reference Tax Number | State Employee Number |
|-----------|-----------------|-------------------------------|-----------------------|
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.....
Signature

.....
Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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.....
Capacity
T2.2.17:

.....
Name of Bidder

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? [TICK APPLICABLE BOX] *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? [TICK APPLICABLE BOX] *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? [TICK APPLICABLE BOX] *YES / NO
- 3.1 If yes, furnish particulars

| | | | | | |
|----------|-----------|-----------|------------|-----------|-----------|
| | | | | | |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |



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.....

.....

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? [TICK APPLICABLE BOX] *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

.....
Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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T2.2.18:

MBD 6.1

PREFERENCE POINTS CLAIM FORM 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

The applicable preference point system for this tender is the 80/20 preference point system.

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:

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| 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

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Ownership | Points | Points | Points claimed | Points claimed |
| Rustenburg Jurisdiction | 2 | 4 | | |
| Rural /Township Businesses | 2 | 4 | | |
| Black People | 1 | 2 | | |
| Persons with Disability | 1 | 2 | | |
| Youth | 2 | 4 | | |
| Women | 1 | 2 | | |
| SMME's | 1 | 2 | | |
| Total | 10 | 20 | | |

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.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]
- Partnership/Joint Venture / Consortium

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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:

| | | | | | |
|----------|-----------|-----------|------------|-----------|-----------|
| | | | | | |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

CONTRACT FORM - RENDERING OF SERVICES

MDB 7.2

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents,
- Invitation to bid;
- Tax compliance status (CSD report);
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|-----------|-------|
| WITNESSES | |
| 1 | |
| 2 | |
| DATE: | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|--|
| | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

| | |
|-------------|-------|
| WITNESSES | |
| 1 | |
| 2 | |
| DATE: | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| |
|--|
| MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM |
|--|

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system.
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars: _____ | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, 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

.....
Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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)

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

SECTION 38: DECLARATION FORM

T2.2.22:

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

| No. | CONTRACTUAL ISSUES | YES | NO |
|-----|--|-----|----|
| 1. | In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector | | |
| 2. | In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document | | |
| 3. | In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state | | |
| 4. | In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years | | |
| 5. | In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004) | | |

.....
SIGNATURE OF BIDDER

.....
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| |
|--|
| <p>THE CONTRACT PART C1 : AGREEMENTS AND CONTRACT DATA</p> |
|--|

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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:

A CONTRACTOR FOR UPGRADING OF THE WESTERN BULK SEWER – RUSTENBURG CBD PROJECT (ZENDELING STREET)

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

THE CONTRACT 88 **C1.1**
Part C1: Agreement and Contract Data **Form of Offer and Acceptance**

| | | | | | |
|----------|-----------|-----------|------------|-----------|-----------|
| | | | | | |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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 (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

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

**THE CONTRACT
Part C1: Agreement and Contract Data**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

Name and signature of witness

Date.....

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

**THE CONTRACT
Part C1: Agreement and Contract Data**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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.

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

**THE CONTRACT
Part C1: Agreement and Contract Data**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

Signature Date

Name

Capacity

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

Name and signature of witness Date

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.1
Form of Offer and Acceptance

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT – TO BE REPLACED BY JBCC

The General Conditions of Contract for Construction Works (2015) 3rd Edition, 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. Each party to the contract shall purchase its own copy of the GC 2015, available from
South African Institution of Civil Engineering
Private Bag X200
Halfway House, 1685
South Africa
Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), 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 <i>mutatis mutandis</i> 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 completionMonths. |
| 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 |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|----------|--|
| | management of the Employer 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. 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 Tel: +27 (14) 590 3098 Fax: +27 (14) 590 3879 |
| 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. |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|--------|--|
| 4.1.2 | <p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 “As-Built” drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p> |
| 4.3.3 | <p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p> |
| 4.3.4 | <p>Add the following new clause:</p> <p>Contractor’s liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|--------|---|
| 4.3.5 | <p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> |
| 4.3.6 | <p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p> |
| 4.3.7 | <p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these 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.</p> |
| 4.10.3 | <p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p> |
| 5.3.1 | <p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • 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 | <p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|--------|---|
| 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: $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

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RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|---|-----------------------|---------------------|-----------------------|---------|-------|---|----------|------|---|-------|------|---|-------|------|---|-----|-----|---|------|-----|---|------|-----|---|--------|-----|---|-----------|------|---|---------|------|---|----------|------|---|----------|-------|---|-------|-------|----|
| | <p style="text-align: center;">under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of N_n and R_n shall apply:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th>Month</th> <th>R_n (mm)</th> <th>N_n (days)</th> </tr> </thead> <tbody> <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 style="font-weight: bold;"> <td>TOTAL</td> <td>655,7</td> <td>19</td> </tr> </tbody> </table> <p>No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause.</p> | Month | R _n (mm) | N _n (days) | 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 |
| Month | R _n (mm) | N _n (days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|--------|---|
| 5.13. | <p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p style="padding-left: 40px;">The penalty for delay shall be: R3000-00 per calendar day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p style="padding-left: 40px;">then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p> |
| 5.13.4 | <p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • 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. <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|----------|--|
| | <p>executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> |
| 5.16.3 | The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1 |
| 6.1.1 | <p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> |
| 6.2.1 | <p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p> |
| 6.8.2 | The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details". |
| 6.8.3 | Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data". |
| 6.8.4 | In line 8 delete the words "between the Employer and the Contractor". |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. |
| 6.10.3 | The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect. |
| 6.10.4 | In line 4 delete the word "said" and insert the word "correct". |
| 6.10.9 | <p>Replace the first sentence of the clause with the following:</p> <p>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</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| Clause | Contract Data |
|---------------|---|
| | 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). |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

| CONTRACT PRICE ADJUSTMENT SCHEDULE | |
|---|---|
| Clause | Contract Data |
| 1.1 | <p>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;</p> <p>X=0,10 a=0.15 b=0.20 c=0.55 d=0.1</p> |
| 1.2 | <p>Replace the definitions of the relevant indices with the following:</p> <p>“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> <p>“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.</p> <p>“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.</p> <p>“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.</p> |
| 1.3 | <p>The base month shall be the month prior to the closing date of this tender.</p> |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

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 |
| | | | |

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

END OF SECTION

THE CONTRACT
Part C1: Agreement and Contract Data

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C1.2
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/DRT/0043/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

C1.3. Pro forma Performance guarantee

Contract No **RLM/DRT/0043/2022/23**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

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.

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 CONTRACT Part C1: Agreement and Contract Data

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C1.3 Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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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.
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.

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Part C1: Agreement and Contract Data

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C1.3
Contact Data

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Witness 1

Witness 2

Contractor

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- 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).....

THE CONTRACT
Part C1: Agreement and Contract Data

C1.3
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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CONTRACT PART C2: PRICING DATA

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

THE CONTRACT
Part C3: Scope of Work

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C2.1 Pricing Instructions

PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities ^[1]. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

^[1] The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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Part C3: Scope of Work

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- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bid rate of the (same) item

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations

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may appear in the Bill of Quantities:

| | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre-pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre |
| kW | = | kilowatt |
| kN | = | kilonewton |
| kg | = | kilogram |
| t | = | ton (1 000 kg) |
| % | = | per cent |
| MN | = | meganewton |
| MN-m | = | meganewton-metre |
| PC Sum | = | Prime Cost Sum |
| Prov Sum | = | Provisional Sum |

11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the 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

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BILL OF QUANTITIES

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Part C3: Scope of Work

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CONTRACT PART C3: SCOPE OF WORKS

C3: Scope of Work

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Part C3: Scope of Work

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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE C

C3: Scope of Work

1. DESCRIPTION OF THE WORKS

1.1 Refer to Book 3 of 3

2 Drawings

2.1 Employer's Design

The permanent works included in this contract has been designed by the Employer. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by him subject to the conditions specified in the Contract Data.

2.2 Drawings

Drawings are bound into this document.

The Contractor shall be entitled to receive free of charge, two full size A2 and one A3 copies of each such drawings and to receive, at the cost of reproduction, such additional copies as he shall reasonably require.

One copy of all drawings shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.

The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the Site of all drawings and revisions thereof in the chronological order in which they are delivered to him.

3. Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions pertaining to preferences granted in accordance with the preferencing schedule.

3.2 Labour and Personnel

3.2.1 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

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Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

3.2.2 Temporary Workforce

The Contractor shall employ labour from the local communities through the Labour Desk(s). Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of clause C3.2.1.

The Labour Desk(s) shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour Desks shall also assist and advise regarding conditions of employment, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor or sub-contractor.

The Contractor and its sub-contractor shall adhere to the statutory minimum wage rates, they are however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;

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- Lunch break times;
- Company Policy regarding :
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

3.2.3 Local Content and Labour-Intensive Construction

The promotion of the use of local content is required in the execution of this project. This will be achieved by the use of local labour and local sub-contractors in the construction of works.

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed and supplemented only to the extent necessary and unavoidable by the Contractors key personnel, unless otherwise instructed by the Engineer.

The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- Laying of interlocked block paving for road surfacing and sidewalk / channel.
- Installation of road signs
- exposing existing services;
- dismantling and re-erection of fences; and
- cleaning and tidying up of the Site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

3.2.4 Subcontracting

3.2.4.1 The Contractor shall appoint sub-contractors based on his scope of work and his/her discretion.

3.2.4.2 The Contractor shall be responsible for all work carried out by sub-contractors on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

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3.2.4.3 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill.

Without limiting the generality of application of this clause, circumstances which may be considered by the Engineer to warrant such authorization include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify sub-contractors for portions of the Works as specified, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

3.2.4.4 The Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

3.2.5 Sub-contractor

To qualify as a sub-contractor the following requirements shall be applicable:

- Registration with the CIDB in the min class of GB registration applicable for a particular amount of work
- Submit an original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No. 34350 dated 8 June 2011),
- Submit a valid VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Submit a valid Workmen's Compensation Certificate, Act 4 of 2002,
- Submit a valid Unemployment Insurance Certificate, Act 4 of 2002,
- Submit a Certificate of Incorporation (if a Company),
- Submit a Founding Statement (if a Closed Corporation),
- Submit a Partnership Agreement (if a Partnership),
- Submit an Identity Document (if a One-man concern),
- Submit a Joint Venture Agreement (if a Joint Venture),
- Submit monthly proof of SARS PAYE in respect of all labourers
- Submit a Curriculum vitae of the person who prepares the Health and Safety Plan,
- Curriculum vitae of the Health and Safety Officer to be appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- Provide all work clothes, safety equipment and tools required for the execution of the Works
- The minimum amount of liability insurance cover required will be R 1 000 00.00 per event, the number of events being unlimited.

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- Payment of all amounts due to the local sub-contractor by the Contractor shall be subject to a the same retention conditions as applicable the Contractor.
- The sub-contractor shall deliver to the Contractor a performance guarantee of an insurance company or a bank to be jointly and severally bound with the sub-contractor for an amount equal to the same conditions as applicable to the Contractor guarantee
- Submit payments certificates to the Contractor at a frequency of once a month with payment made by the Contractor within seven days after the Employer paid the Contractor.
- The Contractor and its sub-contractor shall enter into a SAFCEC (or similar) sub-contract agreement.

4 Standard Specifications

The Standard specifications on which this contract is based are the standardized specifications for Civil Engineering Construction (SABS 1200) of the South African Bureau of Standard (SABS).

The following SABS 1200 Standard Specifications for Civil Engineering Construction shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards, Private Bag X191 Pretoria, 0001:

- AA General (Small Works)
- AB Engineer's Office
- C Site Clearance
- DA Earthworks (Small Works)
- DB Earthworks (Pipe trenches)
- G Concrete (Structural)
- GA Concrete (Small Works)
- H Structural Steel Works
- L Medium Pressure Pipelines
- LB Bedding (Pipes)
- LD Sewers

Other Standard Specifications

- SABS 0162 Code of Practice for Structural Steelwork. The Machinery and Occupational Safety Act (Act No. 6 of 1983) as amended
- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914-1 to 6 (2002): Targeted Construction Procurement
- SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts
Part 1: General Engineering and Construction Works

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and where accommodation of traffic is involved:

SANS 1921-2 (2004):

Construction and Management Requirements for Works Contracts

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

4.1 General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

- PS 1 CONSTRUCTION PROGRAMME
- PS 2 SITE FACILITIES AVAILABLE
- PS 3 SITE FACILITIES REQUIRED
- PS 4 FEATURES REQUIRING SPECIAL ATTENTION
- PS 5 INFORMATION SUPPLIED BY EMPLOYER
- PS 6 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
- PS 7 CERTIFICATES OF PAYMENT
- PS 8 CONSTRUCTION IN LIMITED AREAS
- PS 9 NON-WORKING DAYS
- PS 10 SPOIL MATERIAL
- PS 11 DRAWINGS
- PS 12 LENGTH OF TRENCHES
- PS 13 SAMPLES
- PS 14 MANUFACTURER'S INSTRUCTIONS
- PS 15 MATERIALS AND PLANT
- PS 16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
- PS 17 SETTING OUT OF WORK
- PS 18 WORKMANSHIP AND QUALITY CONTROL
- PS 19 TRANSPORT OF MATERIAL
- PS 20 LIAISON WITH LOCAL AUTHORITIES
- PS 21 LOCAL LABOUR AND LOCAL SUB-CONTRACTORS
- PS 22 TRAINING SCHEMES
- PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

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4.2 Variations and Additional Clauses to the Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section 4.1 shall be treated as mutually explanatory. However, should any requirements of Section 4.1 conflict with any requirement in the Standardized Specifications or with any requirement of the Particular Specifications, then the requirements of Section 4.2 shall prevail.

The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 5.11 of the Conditions of Contract (2010), or for him to recommend termination to the Employer in terms of Clause 9.2 thereof.

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Part C3: Scope of Work

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Employer

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PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES

PS6 SITE FACILITIES AVAILABLE

PS6.1 Contractor's Camp

A site will be made available for the Contractor's camp or depot, to be located adjacent to the works. The Contractor shall be entirely responsible for ensuring that his establishment meets the requirements of any Municipal regulations or by-laws, which may be applicable and shall include therefore in his tendered rates.

The Contractor shall also be responsible for ensuring that unauthorised persons do not have access to the site or any construction material stockpiles.

PS6.2 Source of Water Supply

Water is available on the site. The Contractor shall make all arrangements with the Local Authority for a water connection and include for the payment of water used for construction purposes in his tendered rates.

PS6.3 Source of Power Supply

The Contractor will however be entirely responsible for arranging a power connection and for payment for all electric power required for construction purposes if electric power is available on site. The costs of electric power are to be included in the Contractor's tendered rates.

PS6.4 Housing

The Contractor shall be permitted to house Key Personnel only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Engineer of his intentions regarding the housing of Key personnel on Site and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Engineer be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause for the Contractor to house Key personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform with all requirements contained in law or bylaws, as well any other requirements set by the controlling local authority.

PS6.5 Ablution Facilities

Ablution facilities will not necessarily be available at the camp or depot site and the Contractor shall make his own arrangements in this regard.

PS7 SITE FACILITIES REQUIRED

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PS7.1 For the Contractor

Whatever may be required for the satisfactory execution of the Contract.

PS7.2 For the Engineer

Refer to the BoQ items and SABS 1200 AB.

PS7.3 Sanitary Facilities

Water borne sewerage is not available on site. Chemical or flush toilets with on-site disposals shall be provided and maintained for the use of the Contractor's personnel, the Engineer and representatives of the Employer at all camp sites that the Contractor may establish for construction of the Works. In addition, the Contractor shall at all times during construction of the works provide adequate sanitary facilities.

PS8 FEATURES REQUIRING SPECIAL ATTENTION

PS8.1 Existing services

The site of the Works is traversed by various existing services including water, sewers, and electricity cables, the exact position of which are generally unknown. Where positions of services are known these will be shown on layout plans or information in this regard will be made available by the engineer prior to construction commencing in an area. The contractor will be required to so schedule and programme his work that when works are disrupted due to the influence of unexpected services encountered, construction can continue in other portions to allow the situation to be remedied by re-routing of new or existing services.

PS8.2 Other Contractors

The Contractor must prepare himself to work with other Contractors in the same project location and/or on the same site simultaneously. The Contractor must make adequate provision for himself in the rates tendered to protect and clearly mark "his" works, to accommodate other Contractors and to liaise constantly and adequately with the other persons active in the same area.

It might happen that up to five different contractors will be active on site, that routine maintenance are carried out on the existing work by another party and that the Client or his agent is active onsite with the day to day running of the works.

PS8.3 Preservation of trees

Special care shall be taken that only designated trees are removed and that no damage is caused to other trees during construction.

PS8.4 Safeguarding reference beacons

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The Contractor shall take special care to safeguard any permanent survey beacons such as erf corner pegs, reference beacons and level beacons. Should such pegs or beacons be disturbed, the Contractor shall have them replaced by a registered Land Surveyor at his own cost. The Surveyor shall submit the necessary documentation regarding the replacement of pegs and beacons to the Engineer for approval.

The Contractor's attention is drawn to Article 35(1) of the Land Surveying Act No. 9 of 1927, (as amended) in this regard.

PS8.5 DISPOSAL OF MATERIAL

All surplus or unsuitable materials arising from any excavations, rocks, trees, debris and other unsightly material shall be disposed of at an approved municipal landfill site or approved borrow pit.

The Contractor shall be responsible to make his own arrangements for a suitable spoil site.

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The clauses and pay items in this portion of the Particular Specifications are numbered "B" followed by a number corresponding to the number of the relevant clause or pay item in the Standard Specifications. New clauses and pay items not covered by clauses or pay items in the Standard Specifications, if included here, are also designated "B" followed by a number. These numbers follow on the last clause or pay item number used in the relevant section of the Standard Specifications.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

Add the following:

B1201 SCOPE

Add the following:

This section also covers matters, which relate to the location of existing services by the contractor.

B1202 SERVICES

Add the following:

The location, protection and relocation of existing services form an integral part of this contract.

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No guarantee as to the accuracy of the information can be given and the responsibility lies with the contractor to determine the exact positions of all existing services.

Before any work is commenced, the contractor shall contact all private owners or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

Any damage of these services as a result of acts by the contractor, his sub-contractors or their respective employees, shall be repaired at the contractor's expense.

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits, electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the contractor or otherwise, the contractor shall immediately advise the engineer thereof, who will further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The engineer will also decide the extent of the work, if any to be undertaken by the contractor in removing, relocating or repairing such services.

B1204 PROGRAMME OF WORK

Add the following:

The programme must show clearly full details of all activities, together with the anticipated application of plant and expected cash flow diagram. The programme must make provision for the location and survey of existing services.

The contractor must at all times give the inhabitants of a stand, at least 2 weeks notice before starting any work which may cause them inconvenience. Should any problems or complaints be received from the homeowners, the contractor must liaise with the engineer's representative.

The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the contractor.

Failure to comply with these requirements will entitle the engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Penalty Clause 6.8 will apply on failure to comply with all the completion dates given above.

If the progress of the work falls behind the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within one week of having been notified by the engineer, submit a revised programme. The revised programme shall indicate how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 6.6.1 of the general conditions of contract or any granted extension of time.

B1205 WORKMANSHIP AND QUALITY CONTROL

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Add the following:

No laboratory facilities are required but the contractor is responsible for testing of densities, bedding, backfill and all relevant concrete tests. All material testing must be done by an approved laboratory and is deemed to be included in the contractor's rates. The contractor shall submit the test results to the engineer and shall indicate the extent to which they meet the specified requirements. The engineer at his discretion may undertake or order such further tests by an independent laboratory, to satisfy himself that the work is of acceptable quality conforming to the specifications. No failed tests will be paid for and is for the contractor's expense.

B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Add the following:

The contractor shall establish the exact positions of all existing services before he commences with permanent construction in the proximity of these services.

The exact positions of these services will be established by determining of co-ordinates and the taking of levels and offsets. This information will be submitted to the engineer in a format to his satisfaction.

The provisions of clause 1206 regarding measurement and payment shall apply.

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

(See Clause 6.6.2 of the general conditions of contract as amended)

B 1232 EMPLOYMENT OF COMMUNITY LIAISON OFFICER

The contractor must employ a community liaison officer for the duration of the contract. The community liaison officer shall be employed from within the local community in conjunction with local structures. The Engineer will determine remuneration of the CLO after consultation with the Employer.

B 1233 COMPLIANCE WITH ACT NO 85 OF 1993

At the handing over of the site, the contractor shall appoint a person or persons to act as responsible person(s) in terms of the act on Machinery and Occupational Safety, Act no 85 of 1993 and the appropriate regulations.

CLAUSE TO BE ADDED TO CONTRACTS BETWEEN THE EMPLOYER AND CONTRACTORS IN TERMS OF SEC 37(2) OF THE OHS ACT

The employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of The Occupational Health and Safety act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that

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the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the act, namely:

- (a) 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 of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

B 1234 MEASUREMENT AND PAYMENT

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

| Item | Unit |
|---|----------|
| B12.02 Employment of a community liaison officer (CLO) for the duration of the contract | Prov Sum |

A prime cost item has been included for the compensation of the CLO (also defined or described as "The Labour Desk Officer"). Payments will be done to the CLO on instruction of the engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to the CLO. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6.2 of the Conditions of Contract.

| | | |
|--|--|------------|
| Item | | |
| B12.03 Provisional sum for payment of Health and Safety obligations for the duration of the contract | | Per Month. |

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A prime cost item has been included for the compensation for Health and Safety obligations. Payments will be done to the Health and Safety representative on instruction of the engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to the Health and Safety representative. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6.2 of the Conditions of Contract.

Item

B12.04 Provisional sum for payment for
Training the duration of the contract Prov. Sum.

A Prime Cost Item has been included for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6.2 of the Conditions of Contract.

| Item | Unit |
|---|----------------|
| B12.05 Percentage for charges and profit on the provisional sums for contractor's cost and profit | Percentage (%) |

The percentage tendered for charges and profit on provisional sums ordered by the engineer shall include full compensation for all cost, profit, charges, handling and transport related to the service.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

| | | |
|------------------------|---|------------|
| Item B13.01 (a) (i) | Provisional sum for payment for Contractual Requirements | Prov. Sum. |
|------------------------|---|------------|

A Prime Cost Item has been included for payments to be made to cover the Contractor's initial costs of providing sureties, insurance for the work and plant, public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941).

| | | |
|-------------------------|---|------------|
| Item B13.01 (a) (ii) | Provisional sum for payment for Contractor to provide survey assistant | Prov. Sum. |
|-------------------------|---|------------|

A Prime Cost Item has been included for payments to be made for - One full-time competent assistant shall be provided at all times to assist the Engineer's Representative in his duties for the duration of the Contract.

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When required the Contractor shall provide a second survey labourer to assist the Engineer's Representative.

| | | |
|----------------|--|------------|
| Item | | |
| B13.01 (b) (i) | Provisional sum for payment for Contractual Requirements | Prov. Sum. |

A Prime Cost Item has been included for payments to be made to cover the Contractor's time-related costs of providing sureties, insurance for the work and plant, public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941).

B1302 CAMPS, CONSTRUCTURAL PLANT AND TESTING FACILITIES

Add the following:

A suitable site for the establishment of the contractor's construction camp will be made available in the town. The camp shall be fenced off to ensure that no unauthorised persons enter the campsite, and shall always be kept in a neat and tidy condition. The contractor should also provide own security personnel to enforce the above-mentioned.

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GENERIC LABOUR-INTENSIVE SPECIFICATION

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

- a) granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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Note

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 107. 1: Consistency of materials when profiled

| GRANULAR MATERIALS | | COHESIVE MATERIALS | |
|--------------------|---|--------------------|---|
| CONSISTENCY | DESCRIPTION | CONSISTENCY | DESCRIPTION |
| Very loose | Crumbles very easily when scraped with a geological pick | Very soft | Geological pick head can easily be pushed in as far as the shaft of the handle |
| Loose | Small resistance to penetration by sharp end of a geological pick | Soft | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure |
| Medium dense | Considerable resistance to penetration by sharp end of a geological pick | Firm | Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade |
| Dense | Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation | Stiff | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers |
| Very dense | High resistance to repeated blows of a geological pick | Very stiff | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point |

Trench excavation

All hand excavateable material in trenches having a depth of less than 1.0 m shall be excavated by hand. The contractor however has the option of using machine excavation in line with his program of works

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Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers.

- a) to 93% Proctor density.
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

Spreading

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All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry unit and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that eight workers can conveniently and simultaneously acquire a proper hand hold on them."

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Applicable Specifications

SABS 1200 Standard Specifications for Civil Engineering Construction shall form part of this contract including relevant SANS specifications indicated in this document.

In addition, reference will be made to Series COLTO Standard specification for Roads and Bridge Works for State Road Authorities, including the variations and additions thereto included in section C3.4.2 of this document shall be applicable to this contract.

C3.5.1.3 Construction Programme

The Contractor shall supply within the period stated in the Contract Data a suitable and realistic construction programme that is based on the construction drawings issued by the Engineer, for consideration by the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works, as well as the resources that will be allocated to each

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item or phase of the Works. Quantities proposed for execution during each month must be shown. In addition, the anticipated cash flow for the Contract, based upon these quantities, shall be shown following the prescribed format.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Engineer or his Representative. Should such approval be given an adjusted programme shall be produced within seven (7) days and submitted to the Engineer for evaluation.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.5.1.4 Drawings, Operation and Maintenance Manuals

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

C3.5.1.5 Site Administration

An index to the Engineer's standard site administration forms as well as examples of some of the administration forms is appended as in Part C4.6. Acceptance control, record keeping, and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

C3.5.1.6 Daily Site Diary

The daily site diary in accordance with the pro forma appended in Annexure A shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

C3.5.1.7 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.8 Information in Respect of Employees

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Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C3.5.1.9 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.1.10 Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

C3.5.1.11 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.12 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's representative on Site not later than the 20th of each month (or as agreed between the Contractor and the Engineer).

All quality calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard forms that are appended as annexure to the Scope of Works.

C3.5.1.13 Environmental Management Plan

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan appended in this document (if any).

C3.5.1.14 Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognizance of the character, culture and circumstances of the

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specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Contract Data, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.5.1.15 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.5.1.16 Features Requiring Special Attention

C3.5.1.16.1 Built-up Areas

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The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.5.1.16.3 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.5.1.16.4 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works.

C3.5.1.16.5 Survey and Setting Out

The Engineer has established survey beacons on site from which the Contractor can set out the Works. The position and co-ordinates of the permanent survey beacons have been shown on the drawings. The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor to completion of the Works. Property beacons and trigonometrically survey beacons that are disturbed or destroyed during the course of the contract shall be replaced at the Contractor's cost by a registered land surveyor who shall verify such replacement. The Contractor's attention is drawn to the requirements of SABS 1200 A (General), Clause 5.1, in this respect.

The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works from the beacons established above and for the provision of all necessary instruments, appliances and labour in connection therewith. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the

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Engineer shall, in respect of cost of such rectification, be entitled to make a claim in accordance with Clause 48 of the Contract Data.

C3.5.1.17 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 34 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.5.1.18 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site.

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CONTRACT PART C4: SITE INFORMATION

- C4.1: Location of the Works**
- C4.2: OHS Specifications**
- C4.3: Site Administration Forms**

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C4.1 Location of the Works

The project site is located in the Rustenburg Local Municipality Central District Business in ZENDELING Street.

| AREA | LATITUDE | LONGITUDE |
|--------------------|--------------|--------------|
| (ZENDELING STREET) | 25° 40' 08"S | 27° 15' 67"E |

Figure 0-1 Location of Project Site



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C4.2 OHS Specifications



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

RUSTENBURG LOCAL MUNICIPALITY

For

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BUILDING PROJECTS

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Annex: Standard Conditions of Tender Error! Bookmark not defined.

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Occupational health and safety specification for Meriting roads & stormwater ward 18 phase 4

1 Scope

This health and safety specification in respect of an engineering and construction works contract:

- a) provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) and its regulations, Construction Regulations 2014, Electrical installation regulations as well as applicable Municipality By laws.
- b) establishes the manner in which the Principal Contractor is to manage the risk of health and safety incidents in the execution of the contract; and
- c) establishes the manner in which the Principal contractor will interact with the Clients Agent.

Note: 1) This specification establishes specific requirements to enable the Client and the Principal contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations 2014 as well as applicable Municipal By laws.

- 2) The Construction Regulations, 2014, require the Client or its appointed Agent to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
- 3) This specification establishes health and safety requirements Site specific requirements for health and safety as stated in the scope of work associated with a contract.

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2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Competent person: any person having the knowledge, training and experience specific to the work or task being performed

Employer's Health and Safety Agent: the person appointed as agent by the Employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

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reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from;

registered person: a person registered in terms of the Electrical Installation Regulations

risk: the probability that injury or damage will occur

safe: free from any hazard

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

3 Structure

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support
- c) or means of access during construction work; or
- d) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

workplace: any premises or place where a person performs work in the course of his employment

4 Interpretation

The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or

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inconsistency between it and this specification.

Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

5 Requirements

General requirement

The Principal Contractor shall:

- a) create and maintain a safe and healthy work environment,
- b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, Applicable Municipal By Laws and in so doing, minimize the risk of incidents occurring; and
- c) respond to the notices issued by the Client's Health and Safety Agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - 2) Contravention Notice: rectify contravention as soon as possible;
 - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Administration

Notification of intention to commence construction work

The Principal Contractor shall notify the Provincial Director of Labour in writing using a form Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- a) involves the demolition of a structure exceeding a height of 3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than 3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
 - i) excavation work deeper than 1m
 - ii) working at a height greater than 3 m above ground or a landing.

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The Principal Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Principal Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

Copy of the Act

The Principal Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

Good standing with the compensation fund or a licensed compensation insurer

The Principal Contractor shall before commencing with any works on the site provide the Client's Health and Safety Agent with proof of good standing with the compensation fund or with a licensed compensation insurer.

Emergency procedures

The Principal Contractor shall submit for acceptance to the Client's Health and Safety Agent an emergency procedure which include but not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency.
- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

The Principal Contractor shall within 24 hours of an emergency taking place notify the Client's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

Health and safety file

The Principal Contractor shall maintain on site a health and safety file which contains copies of the following, as relevant:

- a) **documents required prior to commencing with physical construction activities**
 - 1) the Principal Contractor's health and safety policy, signed by the chief executive officer, which outlines the Contractor's objectives and how they will be achieved and implemented by the Contractor;
 - 2) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
 - 3) the letters of appointment, as relevant, of the construction Manager for the site in respect of

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construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

- 4) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installation Regulations;
- 5) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- 6) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installation Regulations;
- 7) the preliminary hazard identification undertaken by a competent person;
- 8) the organ gram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
- 9) the Principal contractor's health and safety plan;
- 10) the emergency procedures;
- 11) the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
- 12) proof that the Principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

b) documents required after construction activities have commenced

- 1) the letters of appointments, if relevant, of:
 - i) persons who are required to assist the construction Manager;
 - ii) safety officers;
 - iii) health and safety representatives;
 - iv) replacement construction supervisor, and
 - v) assistants of construction supervisor.
- 2) any revisions to the organ gram which outlines the roles and responsibilities of the construction Manager's assistants and safety officers;
- 3) each and every subcontract agreement;
- 4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- 5) proof of all subcontractor's induction training whenever it is conducted;

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- 6) copies of the minutes of the Principal Contractor's subcontractors health and safety meetings;
- 7) copies of each of the Principal Contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the subcontractor's objectives and how they will be achieved and implemented by the subcontractor;
- 8) the health and safety plans of all the Principal Contractor's subcontractors who are required to provide such plans;
- 9) a comprehensive and updated list of all the subcontractors employed on site by the Principal contractor, indicating the type of work being performed by such sub-contractors;
- 10) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- 11) any report made to an inspector by the health and safety committee;
- 12) the minutes of all health and safety meetings and any recommendations made to the Principal Contractor by the health and safety committee;
- 13) the findings of all audit reports made regarding the implementation of the Principal Contractor's or a subcontractor's health and safety plan;
- 14) the inputs of the safety officer, if any, into the health and safety plan;
- 15) details of induction training conducted whenever it is conducted including the list of attendees;
- 16) proof of the following where suspended platforms are used:
 - i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - ii) proof of competency of erectors;
 - iii) proof of compliance of operational design calculations with requirements of the system design certificate;
 - iv) proof of performance test results;
 - v) sketches indicating the completed system with the operational loading capacity of the platform;
 - vi) procedures for and records of inspections having been carried out;
 - vii) procedures for and records of maintenance work having been carried out;
 - viii) proof that the prescribed documentation has been forwarded to the provincial director;
- 17) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- 18) a copy of risk assessments made by competent persons

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- 19) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- 20) the names of the first aiders on site and copies of the first aid certificates of competency;
- 21) the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- 22) details of all incidents together with the Contractor's report on such incident; and
- 23) the record of inspections carried out by the designers of structures to ensure compliance with designs.

The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the Client's Health and Safety Agent or employee of the Contractor upon the request of such persons.

The Principal Contractor shall hand over the health and safety file to the Client's Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

Health and safety committee

The Principal Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Principal Contractor. Such meetings shall be convened at least once every month to:

- a) make recommendations to the Principal Contractor regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

The Principal Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

The Principal Contractor shall ensure that minutes of the health and safety committee meetings are kept.

Inspections, formal enquires and incidents

The Principal Contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

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- b) as soon as reasonably practicable of the occurrence of an incident on the site.

The Principal Contractor shall record all incidents and notify the Client's Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.

The Principal Contractor shall investigate all incidents and issue the Client's Health and Safety Agent with copies of such investigations.

Personal protective equipment and clothing

The Principal Contractor shall ensure that:

- a) all workers are issued with the necessary personal protective clothing;
- b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

Appointments

Health and safety representatives

The Principal Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the Principal Contractor relating to that employee's health or safety on the site;
- e) make representations to the Principal Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

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The Principal Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

- c) as soon as reasonably practicable of the occurrence of an incident on the site.

The Principal Contractor shall record all incidents and notify the Client's Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.

The Principal Contractor shall investigate all incidents and issue the Client's Health and Safety Agent with copies.

Personal protective equipment and clothing

The Principal Contractor shall ensure that:

- d) all workers are issued with the necessary personal protective clothing;
- e) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- f) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

Appointments

Health and safety representatives

The Principal Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- f) review the effectiveness of health and safety measures;
- g) identify potential hazards and potential major incidents;
- h) in collaboration with his employer, examine the causes of incidents;
- i) investigate complaints by any employee of the Principal Contractor relating to that employee's health or safety on the site;
- j) make representations to the Principal Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- j) inspect the site with a view to, the health and safety of employees, at regular intervals;

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- k) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- l) participate in any internal health or safety audit.

The Principal Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3

Appointment of construction Manager and supervisor as well as safety officer

The Principal Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction Manager for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction Manager.

The Principal Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer registered with a professional body in accordance with construction Regulations 2014 in writing, who has in the Principal Contractor’s opinion the necessary competencies and resources, to assist the Principal Contractor in the control of all safety related aspects on the site.

The Principal Contractor shall compile and maintain an organ gram which outlines the roles and responsibilities of the construction Manager’s assistants and safety officers.

Competent persons

The Principal Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) . formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) material hoists;
- g) operation of batch plants;
- h) explosive power tools;
- i) vehicles and mobile equipment;

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- j) fire equipment; and
- g) the stacking and storage of articles on the site.

The Contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare a fall protection plan.

Client’s health and safety agent

The Client’s Health and Safety Agent shall:

- a) audit the Principal Contractor’s compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the Contractor or any of the Contractor’s subcontractors with a copy to the Project Manager and, where relevant, to the Contractor.

The Principal Contractor shall invite the Client’s Health and Safety Agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

Creating and maintaining a safe and healthy work environment

General

The Principal Contractor shall with respect to the site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

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- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Principal Contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The Principal Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification.

Risk assessment

The Principal Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control

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measures. The following four steps are recommended:

- 1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) **Evaluate the risks and decide on precautions** by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).
- 4) **Record the findings** by writing down the findings of the risk assessment.

The Principal Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

Notwithstanding the provisions of the fall protection plan, the Principal Contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipments:
 - i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and

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any person who is liable to fall;

- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

Where roof work is being performed on a construction site, the Contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees; prominent warning notices are to be placed where all covers to openings are not of
- d) sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Health and safety plans

The Principal Contractor shall prior to commencing the works to which this specification applies, submit to the Client's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1);and

Table 1: Example of the format of a health and safety plan

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| What are the hazards relating to work tasks? | Who might be harmed and how? | What are the safe work procedures for the site? | What further action is necessary (monitoring and review)? | Action by whom | Action by when |
|--|------------------------------|---|---|----------------|----------------|
| | | | | | |
| | | | | | |

- b) an outline of the manner in which the Principal contractor intends complying with the requirements of this specification.

The Principal contractor shall discuss the submitted health and safety plan with the Clients' Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Principal contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

The Principal contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Principal contractor shall update the health and safety plan whenever changes to the works are brought about

Fall protection plan

The Principal contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

The Principal contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

Responsibilities towards employees and visitors

The Principal Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Principal contractor shall ensure that all employees under his or her control are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working onsite.

The Principal contractor shall cause a record of training to be kept which indicates the names, identity numbers and job description of all those who attended such training.

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The Principal contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

The Principal contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.
- d)

The Principal contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- a) unauthorized entrance prohibited;
- b) signage to indicate what personal protective equipment is to be worn; and
- c) activity related signs.

The Principal contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at workplace.

Subcontractors

The Principal contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor to:

- a) co-operate with the Principal contractor as far as is necessary to enable both the Principal contractor and subcontractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the Principal contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The Principal contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and any work specific information which might be pertinent to the sub-contract.

The Principal contractor shall take reasonable steps as are necessary to ensure:

- a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and that each sub-contractor's health and safety plan is

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implemented

The Principal contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The Principal contractor shall stop any subcontractor from executing construction work which is not in accordance with the Contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

The Principal contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The Principal contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing onsite;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

The Principal contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The Principal contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment. The Principal contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working onsite.

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First aid, emergency equipment and procedures

The Principal contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Principal contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

Facilities for workers

The Principal Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- a) at least one shower facility for every 15workers;
- b) at least one sanitary facility for every 30workers;
- c) changing facilities for each sex;and
- d) Sheltered eating areas.

The Principal contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)

On behalf of(Principal contractor/Agent)

Contractor Responsible Manager (responsible for signing Client's contract on behalf of the Principal contractor)

Witnesses

1.

2.

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Signed this day of20.....

at (Place)

(Full name).....(Signature).....

On Behalf of **Client/Agent.**

(Contracts and/or Project Manager)

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ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

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6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

.....2003

Occupational Health and Safety Act, 1993

Incorporation of Safety Standards in the Construction Regulations, 2003

Under section 44 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), I, Thembelani Waltermade Nxesi, Minister of Labour, after consultation with the Advisory Council for Occupational Health and Safety, hereby incorporate in the Construction Regulations, 2003 the health and safety standards specified in the Schedule.

M M S Mdladlana Minister of Labour.

SCHEDULE

1. Regulation 14(1)

The South African Bureau of Standards' Code of Practice SABS 085, as amended, entitled "The Design, Erection, Use and Inspection of Access Scaffolding".

2. Regulation 15(2)(a)

The South African Bureau of Standards' Standard Specification SABS EN 1808, as amended, entitled "Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".

The South African Bureau of Standards' Standard Front-end Specification SABS 1903, as amended, entitled "Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".

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Department of Labour

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS, 2003

Chief Directorate

of

Occupational Health and Safety

1. INTRODUCTION

2. 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.

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3. 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.
- 3.1 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.
4. DEFINITIONS
5. 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
6. ACCESS TO PREMISES
7. 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.
8. 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.
9. EXEMPTIONS
10. 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.
11. COPY OF THE ACT
- 11.1 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—
 - 11.1.1 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

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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.

11.1.2 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.

11.1.3 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.

12. HEALTH AND SAFETY COMMITTEES

12.1 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.

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

12.3 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

13. NEGOTIATIONS AND CONSULTATIONS BEFORE DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

13.1 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.

13.2 The statement is to contain the following information:

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

13.2.2 The decision which is sought.

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13.3 The arbitrator should then:

13.3.1 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;

13.3.1.1 Determine whether a pre-hearing conference shall be held;

13.3.1.2 Determine which arbitration procedures shall be followed;

13.3.1.3 Determine the procedures for the admission of evidence;

13.3.1.4 Determine the admissibility of hearsay evidence; and

13.3.1.5 Determine other relevant procedural matters.

13.3.2 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.

14. DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

14.1 The employer must designate Health and Safety Representatives as follows:

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

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

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

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

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

14.2.3 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.

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15. REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES

- 15.1 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.
- 15.2 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—
- 15.2.1 Where a person, as a result of the incident;
- 15.2.2 Dies;
- 15.2.3 Becomes unconscious;
- 15.2.4 Suffers the loss of a limb or part thereof;
- 15.2.5 Is injured to the extent that he is likely to die;
- 15.2.6 Is injured to the extent that he is likely to be permanently disabled;
- 15.2.7 Is injured to the extent that he is likely to be off for a period of 14 days or more;
- 15.2.8 Cannot perform his normal duties (those duties for which he was employed).
- 15.3 An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.
- 15.4 The health and safety of any person is endangered and where –
- 15.4.1 A dangerous substance was spilled.
- 15.4.2 The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place.
- 15.4.3 Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
- 15.4.4 Machines, which ran out of control
- 15.5 These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.
- 15.6 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.
- 15.7 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.

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

16. RECORDING AND INVESTIGATION OF INCIDENTS

16.1 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.

16.2 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.

16.3 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 reasonably practicable or within the contracted period of contract workers.

16.4 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.

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

17. WITNESS AT AN INQUIRY

17.1 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:

17.1.1 That all persons witness to the incident; and

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

17.2 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.

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18. RETURNS

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

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All site administration documents will be handed over at the site handover meeting.

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