



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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.	
<b>CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY</b>	

**THE TENDER**  
**Part T1: Tendering procedures**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

1. Bid documents available at a non-refundable amount of R 7 500-00 per bid document are available on the e-tender website and must be downloaded.
2. There will be **NO** compulsory briefing session.
3. Sealed bid documents marked: “RLM/OMM/0157/2024/25 - Appointment of a contractor for the Replacement of Tlhabane AC Water Pipes: Phase 2B” must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **11 December 2024 @ 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 8CE or higher and 90/10 Preference Point system (price = 90 & Specific goal = 10)**
5. Please note that no bid documents given to couriers will 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 within 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).

#### THE TENDER Part T1: Tendering procedures

2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### 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
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a clearly marked **USB**. (Bidders will be disqualified for not submitting a **USB** with scanned bid documentation)

### 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 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 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

THE TENDER  
Part T1: Tendering procedures

3

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- **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
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a clearly marked **USB**. (Bidders will be disqualified for not submitting a **USB** with scanned bid documentation)

- **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 determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations 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 determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or

THE TENDER  
Part T1: Tendering procedures

4

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

#### **NB!!**

- ✓ **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.

#### **ADDITIONAL TENDERING CONDITIONS**

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.

**THE TENDER**  
**Part T1: Tendering procedures**

5

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. The document must not be dismantled; page numbers must be sequential.
4. Bidders must be registered on CSD.
5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
6. Only black pen ink must be used when completing the tender document.
7. Electronic signatures are not allowed.
8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION***

**THE TENDER**  
**Part T1: Tendering procedures**

6

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**RUSTENBURG LOCAL MUNICIPALITY**

<b>CONTENTS</b>		
<b>Part T1: Tendering procedures</b>		
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
<b>Part T2: Returnable documents</b>		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
<b>Part C1: Agreement and Contract Data</b>		
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.3	Form of Guarantee	White
C1.4	Other schedules and documents (OSD)- Technical Data Sheets	White
<b>Part C2: Pricing data</b>		
C2.1	Pricing Instructions	Yellow
C2.2	Bills of Quantities	Yellow
<b>Part C3: Scope of Work</b>		
C3	Scope of Work	Blue
<b>Part C4: Site information</b>		
C4.1	Location of the Works	Green
C4.2	OHS Specifications	White
C4.3	Site Administration Forms	White
C4.4	Geological Investigations	White
C4.5	Climatic Conditions	White
C4.6	Tender Drawings	White

**THE TENDER**  
**Part T1: Tendering procedures**

7

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

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

**T1.2 Tender Data**

**THE TENDER**  
**Part T1: Tendering procedures**

8

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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/OMM/0157/2024/25	CLOSING DATE:	11 December 2024	CLOSING TIME:	09H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B				
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 – 8CE 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:	

THE TENDER  
Part T1: Tendering procedures

9

T1.1  
Tender Notice and Invitation to Tenders

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>[IF YES ENCLOSE PROOF]</b>	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>[IF YES, ANSWER PART B:3]</b>
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT</b>	SCM	<b>PROJECT MANAGEMENT UNIT</b>	
<b>CONTACT PERSON</b>	Mr. J. Masinga & Ms. O. Pelesi	Mr L. Mokoka	
<b>TELEPHONE NUMBER</b>	014 590 3123/3148	014 590 3390 / 3098	
<b>E-MAIL ADDRESS</b>	jmasinga@rustenburg.gov.za/opelesi@rustenburg.gov.za	lmokoka@rustenburg.gov.za	

**THE TENDER**  
**Part T1: Tendering procedures**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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**

11

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### T1.2 Tender Data

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

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

Clause number	Tender Data
F.1.1	<b>The employer</b> 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	<b>Eligibility</b> 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 8CE class of construction work, are eligible to submit tenders.  Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"><li>1. Every member of the joint venture is registered with the CIDB;</li><li>2. The lead partner has a contractor grading designation in the 8CE 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 8CE or higher class of construction work.</li></ol> 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.	<b>Eligibility</b> Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.2	Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.
F.2.7	<b>Clarification Meeting</b> There will be <b>No</b> compulsory briefing session. .

**THE TENDER**  
**Part T1: Tendering procedures**

12

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**Clause number**

**Tender Data**

F.2.10.5

**Pricing and tender offer**

Add the following to the clause:

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

F.2.11

**Alterations to documents**

Add the following to the clause:

To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.

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.

**THE TENDER**  
**Part T1: Tendering procedures**

13

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**Clause number**

**Tender Data**

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.

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  
F2.15.1

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/OMM/0157/2024/25- APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B, 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

**THE TENDER  
Part T1: Tendering procedures**

**T1.2  
Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**Clause number**

**Tender Data**

Tender Offer.

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

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

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

F.2.15.1

**Closing Time**

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

F.2.15.2

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

F.2.16.1

**Tender offer validity**

The tender offer validity period is 90 days.

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.

**THE TENDER**  
**Part T1: Tendering procedures**

15

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause number	Tender Data
F.2.20.	<p>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.</p> <p>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.</p>
F.2.22	<p><b>Return of other tender documents</b> Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
F.2.23	<p><b>Certificates</b> The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"><li>1. a Certificate of Contractor Registration issued by the Construction Industry Development Board</li><li>2. a copy of the CSD summary report</li><li>3. Copies of legal registration documents of the company/close corporation/partnership including certified copies of identity documents of directors.</li><li>4. Bank Rating Letter</li><li>5. Documents and Schedules listed in Part T2.</li></ol> <p>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.</p>
F.3.4	<p><b>Opening of tender submissions</b> Tenders will be opened immediately after the closing time for tender</p>
F.3.5	<p><b>Two-envelope system</b> A two-envelope procedure will not be followed.</p>
F.3.11	<p><b>Evaluation of Tenders</b> The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 90/10 Preferential Point System).</p>

#### POINTS AWARDED FOR FUNCTIONALITY

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference.

#### FUNCTIONALITY

**THE TENDER**  
**Part T1: Tendering procedures**

16

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

NB: For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of 70 out of 100 points for functionality.

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

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

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
<b>Company Experience: Water projects</b>					
1.1	Previously completed water projects (Please attach appointment letters and completion letters per project on client letterhead) from 2018-2023	35	Attach appointment completion certificates. Please note that amounts will not be cumulative		
	R51 million and above (Value= 5)				
	R41m – R 50 million (Value = 3)				
	R30m- R40million (Value = 1)				
	Less than R29m (Value = 0)				
<b>Key Personnel : Qualification</b>					
2.1	Contracts Manager: Civil Engineering	15	Attach certified copies of qualifications which are SAQA-accredited		
	NQF Level 8 and above (Value 5)				
	NQF Level 7 (Value 3)				
	NQF Level 6 (Value = 01)				
	NQF Level 5 or less (Value = 0)				
2.2	Site agent: Civil Engineering	7.5	Attach certified copies of qualifications which are SAQA-accredited		
	NQF Level 8 and above (Value 5)				
	NQF Level 7 (Value 3)				
	NQF Level 6 (Value = 01)				
	NQF Level 5 or less (Value = 0)				
2.3	Health and Safety Officer: Safety Management or SAMTRAC	05	Attach certified copies of qualifications that are SAQA-accredited		
	NQF Level 7 and above (Value 5)				

**THE TENDER**  
**Part T1: Tendering procedures**

17

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

	NQF Level 6 (Value 3)				
	NQF Level 5 (Value = 01)				
	NQF Level 4 or less (Value = 0)				
<b>Key personnel: Attach a comprehensive CV with relevant civil work experience</b>					
<b>3.1 Contracts Manager</b>		<b>15</b>	<b>Attach a comprehensive CV with relevant water work experience</b>		
	11 Years' and above experience (Value = 5)				
	8 – 10 Years' experience (Value = 3)				
	5 – 7 Years' experience (Value = 1)				
	1 – 4 Years' experience (Value = 0)				
<b>3.2 Site Agent</b>		<b>7.5</b>	<b>Attach a comprehensive CV with relevant water work experience</b>		
	11 Years' and above experience (Value = 5)				
	8 – 10 Years' experience (Value = 3)				
	5 – 7 Years' experience (Value = 1)				
	1 – 4 Years' experience (Value = 0)				
<b>3.3 Health and Safety Officer</b>		<b>05</b>	<b>Attach a comprehensive CV with relevant water work experience</b>		
	11 Years' and above experience (Value = 5)				
	8 – 10 Years' experience (Value = 3)				
	5 – 7 Years' experience (Value = 1)				
	1 – 4 Years' experience (Value = 0)				
<b>3.4 Bank Rating</b>		<b>05</b>	<b>Attach confirmation from the bank)</b>		
	R13m or more (Value = 5)				
	R 8m – R 12.9m (Value = 3)				
	R 4.4m – R 7.9m (Value = 1)				
	R 0 – R 4.3m (Value = 0)				

**THE TENDER**  
Part T1: Tendering procedures

18

**T1.2**  
Tender Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

<b>NQF Level 5 Accreditation (Manage Labour – Intensive Construction Projects) Any of the above-mentioned personnel Contracts Manager or Site Agent)</b>		<b>05</b>	<b>Accreditation (Manage Labour – Intensive Construction Projects) Any of the above-mentioned personnel Contracts Manager or Site Agent and Site Foreman)</b>		
	NQF Level 5 – <b>(Value = 5)</b>				
	Any NQF Level less than 5 or no attachment – <b>(Value = 0)</b>				
<b>TOTAL</b>		<b>100</b>			

Calculate the points scored according to the following formula:

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

Where:

Ps = percentage scored for functionality by the bid under consideration

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

Ms = maximum possible score = 500

Ap = percentage allocated

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

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.

**THE TENDER**  
**Part T1: Tendering procedures**

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### EVALUATION ON TENDER PRICE

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

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

where:

Ps = points scored for comparative price of tender under consideration

Pt = comparative price of tender under consideration

Pmin = comparative price of lowest acceptable tender

X = points assigned to price

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

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

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	

**THE TENDER**  
**Part T1: Tendering procedures**

20

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### 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.
  - 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

**THE TENDER**  
**Part T1: Tendering procedures**

21

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

**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.

#### THE TENDER Part T1: Tendering procedures

22

#### T1.2 Tender Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**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.

#### **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.

**THE TENDER**  
**Part T1: Tendering procedures**

23

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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

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.

**THE TENDER**  
**Part T1: Tendering procedures**

24

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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.

#### 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

THE TENDER  
Part T1: Tendering procedures

25

T1.2  
Tender Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**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.

#### **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 (must be certified) as stated in the tender data.

### **F.3 The employer's undertakings**

**THE TENDER**  
**Part T1: Tendering procedures**

26

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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 (03) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### F.3.3 Return late tender offers

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

#### F.3.4 Opening of tender submissions

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

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

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

#### F.3.5 Two-envelope system

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### F.3.6 Non-disclosure

**THE TENDER**  
**Part T1: Tendering procedures**

27

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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:

- complies with the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- 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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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.

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:

- the gross misplacement of the decimal point in any unit rate.
- omissions made in completing the pricing schedule or bills of quantities; or
- 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:

- 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.
- 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.

**THE TENDER**

28

**T1.2**

**Part T1: Tendering procedures**

**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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:

- Rank tender offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- 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:

- 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.
- 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.

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

- 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.

**THE TENDER**  
**Part T1: Tendering procedures**

29

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- 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**

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<sub>m</sub></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.

#### **THE TENDER**

##### **Part T1: Tendering procedures**

30

#### **T1.2**

##### **Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### F.3.11.9 Scoring quality

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

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

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

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, 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

THE TENDER  
Part T1: Tendering procedures

T1.2  
Tender Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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.

**THE TENDER**  
**Part T1: Tendering procedures**

32

**T1.2**  
**Tender Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE  
2B**

**THE TENDER  
PART T2: RETURNABLE DOCUMENTS**

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

**THE TENDER  
Part T2: Returnable Documents**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**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.

**THE TENDER**  
**Part T2: Returnable Documents**

34

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**T2.2 Returnable schedules**

1. Returnable Schedules required only for tender evaluation purposes

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Certificate of authority for joint ventures (where applicable)
- T2.2.4 Schedule of Proposed Subcontractors
- T2.2.5 Schedule of Plant and Equipment
- T2.2.6 Schedule of the Tenderer's Experience
- T2.2.7 Financial References
- T2.2.8 Proposed Amendments and Qualifications
- T2.2.9 Supervisory and Safety Personnel
- T2.2.10 Labour Utilisation
- T2.2.11 Compliance with OHS Act (Act 85 of 1993)
- T2.2.12 Site Inspection Certificate
- T2.2.13 Authority of Signatory
- T2.2.14 General Conditions of Contract
- T2.2.15 MBD Pricing Schedule
- T2.2.16 MBD 4 Declaration of Interest
- T2.2.17 MBD 5 Declaration of Procurement above R 10 million
- T2.2.18 MBD 6.1 Preference Points Claim Form in terms of PPR 2011
- T2.2.19 MBD 6.2 Declaration certificate for local production and content for designated sectors
- T2.2.20 MBD 8 Past Supply Chain Management Practices
- T2.2.21 MBD 9 Certificate of Independent Bid Determination
- T2.2.22 Section 38 – Declaration Form
- T2.2.23 Confirmation of Outstanding Municipal Rates and Taxes

**THE TENDER**  
**Part T2: Returnable Documents**

35

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**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*

**THE TENDER**  
**Part T2: Returnable Documents**

36

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|---|---|

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

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

**THE TENDER**  
**Part T2: Returnable Documents**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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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<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

\*insert separate page if necessary

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

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

**THE TENDER  
Part T2: Returnable Documents**

38

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise  
name \_\_\_\_\_

\_\_\_\_\_

-----

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
<i>Lead partner</i>		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation

**T2.2.4: Schedule of Proposed Subcontractors**

**THE TENDER**

40

**Part T2: Returnable Documents**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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* \_\_\_\_\_

**THE TENDER  
Part T2: Returnable Documents**

41

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### 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 6 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**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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**

44

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

---

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**T2.2.8: Proposed amendments and qualifications**

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

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.9: Supervisory and Safety Personnel**

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE (05) 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

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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
35. Prohibition of restrictive practices

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:**  
**PHASE 2B**  
**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) 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- 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





## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **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.
- 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**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- 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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

8.8 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.

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**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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.
- 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **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.

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.

21.6. 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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.

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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 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**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- 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.

#### **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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- 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 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



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:  
PHASE 2B**

**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, shareholder<sup>2</sup>): .....

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. ....

.....

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

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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 or not they are bidding for this contract. [TICK APPLICABLE BOX]  YES /  NO

3.14.1 If yes, furnish particulars.....

.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

T2.2.17:

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



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:

### PHASE 2B

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



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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:**

The maximum points for this tender are allocated as follows:

72

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

##### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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 90 points is allocated for price on the following basis:

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

74

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:**

#### **PHASE 2B**

#### **POINTS AWARDED FOR SPECIFIC GOALS**

**4.**

- 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



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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		
<b>Total</b>	<b>10</b>	<b>20</b>		

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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
- 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:  
PHASE 2B**

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/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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 number .....dated.....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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

<b>MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM</b>
--

#### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 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.

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Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:**  
**PHASE 2B**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:**  
**PHASE 2B**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES:  
PHASE 2B**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

T2.2.22:

### SECTION 38: DECLARATION FORM

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 <b>Section 38 (1) (c)</b> 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 <b>Section 38 (1)(d) (i)</b> 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 <b>Section 38 (1) (d) (ii)</b> 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 <b>Section 38 (i) (9)</b> 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 <b>Section 38 (i) (9) (iv)</b> 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/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**THE CONTRACT**  
**PART C1: AGREEMENTS AND CONTRACT DATA**

- 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/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**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:

**BID No. RLM/OMM/0157/2024/25 APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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 .....

**Acceptance**

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

90

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

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

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

91

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

of witness

### Schedule of Deviations

Notes :

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

1 Subject .....

Details .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

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**

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

Name .....

Capacity .....

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

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

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

Empty box for Employer signature

Employer

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2

Empty box for Contractor signature

Contractor

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

Name and  
signature  
of witness .....

Date. ....

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

94

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**C1.2 Contract Data**

**GENERAL CONDITIONS OF CONTRACT**

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 Contract Data apply to this Contract.

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

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

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following:  The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	Add the following to the end of this definition:  This clause shall apply <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 completion <b>15 Months</b> .
1.1.1.15	The Employer is Rustenburg Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the 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

**THE CONTRACT**

95

**C1.2**

**Part C1: Agreement and Contract Data**

**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data
	<p>hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <p>Rustenburg Local Municipality C/o Beyers Naudé &amp; Nelson Mandela Drive</p> <p>P O Box 550 Rustenburg 0300</p> <p>Tel: +27 (14) 590 3098 Fax: +27 (14) 590 3879</p>
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</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</p>

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

96

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data
	<p>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><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></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><b>Contractor's Designer</b></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>

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

97

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data
	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
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"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
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>
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	<p>Add the following to the clause:</p> <p>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.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>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.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>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).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>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.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>

**THE CONTRACT**

98

**C1.2**

**Part C1: Agreement and Contract Data**

**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data
<p>V</p> <p><i>Where:</i></p> <p>V</p> <p>N<sub>w</sub></p> <p>R<sub>w</sub></p> <p>N<sub>n</sub></p> <p>R<sub>n</sub></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<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. 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<sub>n</sub> and R<sub>n</sub> shall apply:</p>	<p>= (N<sub>w</sub> - N<sub>n</sub>) + (R<sub>w</sub> - R<sub>n</sub>)/20</p> <p>= Extension of time in calendar days for the calendar month under consideration</p> <p>= Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>= Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>= 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>= Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data																																										
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month</th> <th style="text-align: center;">R<sub>n</sub> (mm)</th> <th style="text-align: center;">N<sub>n</sub> (days)</th> </tr> </thead> <tbody> <tr><td>January</td><td style="text-align: center;">130,1</td><td style="text-align: center;">4</td></tr> <tr><td>February</td><td style="text-align: center;">94,2</td><td style="text-align: center;">3</td></tr> <tr><td>March</td><td style="text-align: center;">75,1</td><td style="text-align: center;">2</td></tr> <tr><td>April</td><td style="text-align: center;">60,3</td><td style="text-align: center;">2</td></tr> <tr><td>May</td><td style="text-align: center;">9,8</td><td style="text-align: center;">0</td></tr> <tr><td>June</td><td style="text-align: center;">5,9</td><td style="text-align: center;">0</td></tr> <tr><td>July</td><td style="text-align: center;">1,6</td><td style="text-align: center;">0</td></tr> <tr><td>August</td><td style="text-align: center;">7,2</td><td style="text-align: center;">0</td></tr> <tr><td>September</td><td style="text-align: center;">18,8</td><td style="text-align: center;">0</td></tr> <tr><td>October</td><td style="text-align: center;">57,5</td><td style="text-align: center;">2</td></tr> <tr><td>November</td><td style="text-align: center;">89,4</td><td style="text-align: center;">3</td></tr> <tr><td>December</td><td style="text-align: center;">105,8</td><td style="text-align: center;">3</td></tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">655,7</td> <td style="text-align: center;">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 <sub>n</sub> (mm)	N <sub>n</sub> (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
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November	89,4	3																																									
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TOTAL	655,7	19																																									
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R5000-00 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>then the appropriate penalty for delay referred to in Clause 5.13.1 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</p>																																										

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

100

**C1.2**  
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	Contract Data
	<p>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"> <li>• 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</li> <li>• 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</li> <li>• utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract.</li> </ul> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</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".

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

101

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Clause	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	Replace the first sentence of the clause with the following:  Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

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

102

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

**BID NO: RLM/OMM/0157/2024/25**

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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 style="text-align: center;">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	The base month shall be the month prior to the closing date of this tender.

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

103

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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:		
	<b>Type of Security</b>	<b>Contractor's choice. Indicate "Yes" or "No"</b>	
	<i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i>		
	<i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i>		
	<i>Retention of 10% of the value of the Works (Incl. VAT).</i>		
	<i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>		
	<i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>		
6.8.3	The variation in cost of special materials is:		
	<b>Special Material</b>	<b>Method</b>	<b>Price for Base Month</b>

**END OF SECTION**

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

104

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### C1.3. Pro forma Performance guarantee

Contract No RLM/ OMM/0157/2024/25

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.

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

106

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court

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

**C1.2  
Contact Data**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**CONTRACT**  
**PART C2: PRICING DATA**

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

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

109

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**C2.1 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 <sup>[1]</sup>. 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.
- 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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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 may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -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.

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

111

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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.

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

112

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**C2.2 BILL OF QUANTITIES**

<b>Summary of Sections</b>		
Brought Forward from Section Totals		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Section A	Preliminary and General	
Section B	Earthworks	
Section C	Pipework	
Section D	Sundries	
Section E	Dayworks	
<b>Sub Total 1</b>		
<b>Contingencies @ 10%</b>		
<b>Sub Total 2</b>		
<b>Escalation @ 12%</b>		
<b>Sub Total 3</b>		
<b>VAT @ 15%</b>		
<b>Contract Amount to the Form of Offer</b>		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



ITEM	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Section A</b>	<b>SABS 1200 A PSA</b>	<b>Preliminary and General</b>				
<b>A1</b>	<b>8,3</b>	<b>FIXED-CHARGE ITEMS</b>				
A1,1	8.3.1	Contractual Requirements	Sum	1		
A1,2	8.3.2	Facilities for the Engineer (Site Office, Site Board and Survey Equipment)				
A1,2,1		Engineer's Site Office	Sum	1		
A,1,2,2		Name Board	Sum	1		
A,1,2,3		Survey Equipment	Sum	1		
A,1,2,4		Engineer's Laptop&Printer for the duration of the Contract	Sum	1		
A1,3		Facilities for the Contractor (Offices, Storage sheds, workshops, Water on site, Establishment, Compliance with EMP & OHS and Training of Labour)				
A1,3,1		Offices, storage sheds, workshops and living accommodation.	Sum	1		
A1,3,2		Ablution and latrine facilities	Sum	1		
A1,3,3		Tools, equipment and plant	Sum	1		
A1,3,4		Water supplies, electric power, communications and access	Sum	1		
A1,3,5		Dealing with water:				
		a) Generally on site	Sum	1		
A1,3,6	8.3.3	Other fixed-charge obligations	Sum	1		
A1,3,7	8.3.4	Remove Contractor's site establishment on completion	Sum	1		
A1,3,8		Accommodation of traffic including road signage as necessary	Sum	1		
A1,3,9		Preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE .The sum shall include all fixed costs necessary in complying with the OHS Act (1993 as amended) and the Construction Regulations (2003) and the Health and Safety Specifications.	Sum	1		
A1,3,10		Completing and checking the Project H&S File and handing over the Client on completion of the works	Sum	1		
A1,3,11		Compliance with requirements of the project Environmental Management Plan	Sum	1		
<b>SUBTOTAL CARRIED FORWARD</b>						

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

114

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL BROUGHT FORWARD</b>						
A,2	8,4	<b>Time Related Items</b>				
A,2,1	8.4.1	Contractual requirements	Month	15		
A2,2	8.4.2	Operate and maintain facilities on the site for the duration of construction:	Month	15		
A2,3		Facilities for the Engineer-				
A,2,3,1		Name board	Month	15		
A,2,3,2		Survey equipment (Including the use of a trained survey assistant)	Month	15		
A,2,3,3		Engineer's site offices including consumables for laptop printer	Month	15		
A,2,3,4		Engineer's Accommodation Cost	Month	15		
A,2,3,5		Other time related obligations including Engineer's cellular telephone calls and rental cost	Month	15		
A2,4	8.4.2.1	Facilities for the Contractor-				
A2,4,1		Contractor's establishment as per Item A.1,3,1	Month	15		
A2,4,2		Dealing with water:				
		a) Generally on the site	Month	15		
A2,4,3		Management and Supervision of Sub Contractors on the Contract	Month	15		
A2,4,4	8.4.3	Supervision for duration of construction	Month	15		
A2,4,5		Appointment of a full time construction health and safety officer for the duration of construction works	Month	15		
A2,4,6		Accommodation of traffic and maintenance of vehicular access to properties	Month	15		
A2,4,7	8.4.4	Company and head office overhead costs for the duration of the contract	Month	15		
A2,4,8	8.4.5	Other time-related obligations	Month	15		
A2,4,9		Updating and amending the risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing and any other H&S matters that the contractor deems necessary. Rate to include for COVID-19 Virus as detailed in the specifications	Month	15		
A2,4,10		Full compliance with all H&S matters during the construction of the works under the contract including all COVID-19 Protocols and procedures	Month	15		
A2,4,10		Compliance with requirements of the project Environmental Management Plan	Month	15		
A2,4,11		Other time related obligations	Month	15		
<b>A3</b>		<b>Provisional Sums</b>				
A,3,1		Locate existing services where ordered	Sum	1	120000	120 000,00
A,3,2		Inspection by Surveyor appointed by the Engineer	Sum	1	300000	300 000,00
		Inspection of Materials by Inspectors appointed by the Engineer	Sum	1	150000	150 000,00
<b>SUBTOTAL CARRIED FORWARD</b>						

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

115

**C1.2**  
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL BROUGHT FORWARD</b>						
A,3,3		Water for testing pipelines and structures (1 filling)	Sum	1	150000	150 000,00
A,3,4		Allowance for Engineer's technical Assistant for duration of construction works	Sum	1	105000	105 000,00
A,3,5		Engineer's Representative cell phone calls	Sum	1	90000	90 000,00
A,3,6		Engineer's Representative accommodation costs	Sum	1	360000	360 000,00
A,3,7	PC11	Allowance for CLO	Sum	1	270000	270 000,00
A,3,8		Allowance for Engineer appointed ISD/Social Facilitator	Sum	1	900000	900 000,00
A,3,9	PS 12	Inspections by appointed Health and Safety Auditors	Sum	1	350000	350 000,00
A,3,10	PD	Inspections by appointed Environmental Auditors	Sum	1	350000	350 000,00
A,3,11		Contractor's mark up on items A.3,1 to A,3,8	Sum	3 145 000,00		-
<b>Sub-Total Carried to Summary - Section A</b>						

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

116

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Section B</b>	<b>SABS 1200 DB</b>	<b>Earthworks</b>				
<b>B1</b>		<b>Site Clearance</b>				
B1,1	PSDB 7	a) Site Clearance (Clear Vegetation, Remove and reinstate fences, removal and stockpile topsoil)	m	5880		-
		(b) Lifting up existing paving blocks including neatly, stacking on site designated by the Engineer (to be re-used, and re-use measured elsewhere)				
		i) 60mm paving	m	15470		
		ii) 80mm paving	m	12780		
		(c) Demolish and spoil material for paving, structures, buildings, etc at a spoil site established by the Contractor				
		i) 150mm Thick concrete paving	m	9235		
B1,2		Setting out of the works as per site plan issued by Engineer	Sum'	1		-
<b>B2</b>	<b>PSDB</b>	<b>Excavations</b>				
		Rates to include for compaction tests of backfill materials as directed by the Engineer				
		Excavate in all materials for trenches, backfill, compact or dispose of surplus / unsuitable material, for:				
B,2,1		Excavation for minor Structures	m <sup>3</sup>	1950		
		Pipe Trenching (Excavate in all material for trenches, backfill, compact or dispose surplus for pipes with a diameter of 201mm to 500mm at a depth of :				
B2,2		Excavation by Machine				
B.2,2,1		0,0 m 1,0m	m	11650		
B.2,2,2		1,0m 2,0m	m	3350		
B.2,2,3		2,0m 3,0m	m	150		
B.2,2,4		3,0m 4,0m	m	200		
		Pipe Trenching (Excavate in all material for trenches, backfill, compact or dispose surplus for pipes with a diameter of 201mm to 500mm at a depth of :				
B2,2		Excavation by Hand				
B.2,2,1		0,0 m 1,0m	m	16500		
B.2,2,2		1,0m 2,0m	m	5000		
B.2,2,3		2,0m 3,0m	m	550		
B.2,2,4		3,0m 4,0m	m	150		
<b>B,3</b>		<b>E.O item B2,2</b>				
B,3,1		Intermediate excavation	m <sup>3</sup>	2448		
B,3,2		Hard rock excavation	m <sup>3</sup>	1120		
<b>SUBTOTAL CARRIED FORWARD</b>						

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

117

**C1.2**  
Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL BROUGHT FORWARD</b>						
<b>B,4</b>		<b>Restricted Excavation</b>				
		Excavate in all materials for trenches, backfill, compact or dispose of surplus / unsuitable material, for: Widths of less than 1000m				
		Excavation by Hand				
		0,0 m      1,0m	m	1950		
		1,0m      2,0m	m	988		
<b>B5</b>		<b>Backfill Material</b>				
B5,1		Imported backfill material from commercial sources	m <sup>3</sup>	4050		
B5,2		Imported backfill material from designated borrow pit	m <sup>3</sup>	3375		
<b>B6</b>		<b>Services that Intersect a Trench:</b>				
B6,1		Stormwater pipes up to 600mm dia	No	265		
B6,2		Water mains 20mm to 150mm dia	No	1250		
B6,3		Sewer lines up to 350mm dia	No	50		
<b>B7</b>		<b>Services that adjoin a Trench</b>				
B7,1		Stormwater pipes up to 600mm dia	m	350		
B,7,2		Water mains 20mm to 150mm dia	m	8750		
B,7,3		Sewer lines up to 350mm dia	m	8750		
<b>B8</b>		<b>Roads Crossing</b>				
B,8,1		Excavation across tarred roads	m	1850		
B,8,2		Compaction under road crossings	m	1850		
B,8,3		Reinstating of Tar roads complete with asphalt	m	1850		
<b>B,9</b>	<b>SABS 1200LG</b>	<b>Horizontal Direct Drilling</b>				
		Horizontal directional drilling 200mm HDPE Pipe including GPRS scanning	m	325		
		Horizontal directional drilling 160mm HDPE Pipe including GPRS scanning	m	300		
<b>B,9</b>		<b>Stone Bedding</b>				
B,9,1		Supply and place stone bedding	m <sup>3</sup>	50		
B,9,2		Supply and lay geotextile fabric (as Kaymat U14)	m <sup>2</sup>	125		
<b>Sub-Total Carried to Summary - Section B</b>						

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

118

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Section C</b>	<b>SABS 1200L</b>	<b>Pipework</b>				
<b>C1,1</b>	<b>SABS 1200 LB</b>	<b>Bedding &amp; Blanket Material</b>				
C1,1		Provision of Bedding (Selected from trenches)	m <sup>3</sup>	8050		
C1,2		Provision of Bedding (from Commercial Sources)	m <sup>3</sup>	2810		
C1,3		Concrete bedding cradle	m <sup>3</sup>	115		
C1,4		Concrete encasing of pipes in trenches in 20/19 concrete	m <sup>3</sup>	50		
<b>C2</b>	<b>8.2.2</b>	<b>Pressure Pipes (Class 16)</b>				
		Supply, handle, lay, test & disinfect SABS approved PVC pipes and fittings. Flanges to SABS 1123 table 1600. Rate to include for cutting pipes to lengths to suit on site, pressure testing and disinfection				
C2,1		200mm Dia uPVC Class 16	m	3850		
C2,2		160mm Dia uPVC Class 16	m	2765		
C2,3		110mm Dia uPVC Class 16	m	2950		
C2,4		75mm Dia uPVC Class 16	m	3585		
<b>C3</b>		<b>Pressure bends (Class 16)</b>				
		200mm uPVC bends				
C3,1,1		200mm dia x 90 deg Z Lok PVC bend	No.	1		
C3,1,2		200mm dia x 45 deg Z Lok PVC bend	No.	4		
C3,1,3		200mm dia x 22,5 deg Z Lok PVC bend	No.	4		
C3,1,4		200mm dia x 11,25 deg Z Lok PVC bend	No.	2		
		160mm uPVC bends				
C3,2,1		160mm dia x 90 deg Z Lok PVC bend	No.	1		
C3,2,2		160mm dia x 45 deg Z Lok PVC bend	No.	3		
C3,2,3		160mm dia x 22,5 deg Z Lok PVC bend	No.	3		
C3,2,4		160mm dia x 11,25 deg Z Lok PVC bend	No.	1		
		110mm uPVC bends				
C3,3,1		110mm dia x 90 deg Z Lok PVC bend	No.	6		
C3,3,2		110mm dia x 45 deg Z Lok PVC bend	No.	7		
C3,3,3		110mm dia x 22,5 deg Z Lok PVC bend	No.	3		
C3,3,4		110mm dia x 11,25 deg Z Lok PVC bend	No.	2		
		75mm uPVC bends				
C3,5,1		75mm dia x 90 deg Z Lok PVC bend	No.	6		
C3,5,2		75mm dia x 45 deg Z Lok PVC bend	No.	14		
C3,5,3		75mm dia x 22,5 deg Z Lok PVC bend	No.	10		
C3,5,4		75mm dia x 11,25 deg Z Lok PVC bend	No.	10		
<b>C3,6</b>		<b>Cast iron Tees (Class 16)</b>				
C3,6,1		200 x 200	No	6		
C3,6,2		160 x 160	No	4		
C3,6,3		110 x 110	No	12		
C3,6,4		75 x 75	No	12		
<b>SUBTOTAL CARRIED FORWARD</b>						

**THE CONTRACT**

**Part C1: Agreement and Contract Data**

119

**C1.2  
Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL BROUGHT FORWARD</b>						
<b>C3,7</b>		<b>Reducers (Class 16)</b>				
C3,7,1		200mm x 110mm	No	6		
C3,7,2		110mm x 75mm	No	8		
<b>C3,8</b>		<b>Flanger Adapters</b>				
C3,8,1		200mm	No	8		
C3,8,2		160mm	No	14		
C3,8,3		110mm	No	10		
C3,8,4		75mm	No	12		
<b>C3,9</b>		<b>End caps (Class 16)</b>				
C3,9,1		200mm	No	2		
C3,9,2		160mm	No	2		
C3,9,3		110mm	No	2		
C3,9,4		75mm	No	2		
<b>C3,10</b>		<b>Pipes and Fittings for Bulk Meter Chamber</b>				
C3,10,1		150mm diameter x 600mm long D/FL pipe	No	3		
C3,10,2		150mm diameter water meter	No	3		
C3,10,3		150mm diameter Elter Kent Water Meter	No	3		
C3,10,2		150mm diameter Y-Strainer Strainer	No	3		
C3,10,3		150mm diameter x 300mm long FL/PE pipe	No	3		
C3,10,4		150mm diameter VJ adaptor	No	3		
C3,10,5		250mm dia x 150mm dia flanged eccentric reducer	No	3		
C3,10,6		450mm dia x 150mm dia flanged eccentric reducer		1		
C3,10,7		150mm dia wedge gate valve with square cap	No	3		
<b>C3,11</b>	<b>PSL 5</b>	<b>Valves</b>				
	8.2.3	Supply, handle, lay, joint, test and disinfect RSV valves. All valves to be SABS approved, (flanged to SABS 1123, table 2500). Rate to include for all bolts, nuts, gaskets and jointing material				
C3,11,1		75mm dia wedge gate valve with square cap	No	12		
C3,11,2		110mm dia wedge gate valve with square cap	No	15		
C3,11,3		160mm dia wedge gate valve with square cap	No	8		
C3,11,4		200mm dia wedge gate valve with square cap	No	5		
<b>C3,12</b>		<b>HDPE pipes SABS 533</b>				
		Supply, handle, lay and test HDPE pipes and fittings (Plasson compression fittings or similar approved)				
		<b>Pipes</b>				
C3,12,1		25mm dia, Class 16	m	16500		
C3,12,2		32mm dia, Class 16	m	5500		
C3,12,3		40mm dia, Class 16	m	100		
C3,12,4		50mm dia, Class 16	m	5000		
		160mm dia, Class 16	m	300		
		20mm dia, Class 16	m	325		

**THE CONTRACT**

120

**C1.2**

**Part C1: Agreement and Contract Data**

**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SUBTOTAL CARRIED FORWARD						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL BROUGHT FORWARD</b>						
<b>C3,13</b>		<b>Male Adaptors (Class 16)</b>				
C3,13,1		25mm x 1" Male Adaptor	No	1100		
C3,13,2		32mm x 1½", "N°"	No	550		
<b>C3,14</b>		<b>Compression Tees (Class 16)</b>				
C3,14,1		32mm x 1"	No	275		
C3,14,2		25mm x 1"	No	275		
C3,14,3		32mm x 1½"	No	275		
<b>C3,15</b>		<b>Saddles (Class 16)</b>				
C3,15,1		50 mm x 1½"	No	80		
C3,15,2		75 mm x 1½"	No	175		
C3,15,3		110 mm x 1½"	No	175		
<b>C3,13</b>		<b>Pipes and Fittings for PRV and Meter Chamber</b>				
C3,13,1		150mm diameter Bernad PRV	No	2		
C3,13,2		150mm diameter Copper to Female Coupling	No	2		
C3,13,3		150mm diameter Stainless Spool Piece	No	2		
C3,13,4		150mm diameter Gate Valve (MF)	No	2		
C3,13,5		150mm diameter Copper to Male Coupling	No	2		
C3,13,6		150mm diameter Threaded Loose Flange	No	2		
C3,13,7		150mm diameter Bulk Water Meter	No	2		
C3,13,8		150mm diameter Male Adaptor to suit	No	2		
C3,13,9		150mm diameter Stainless Steel Pipe	No	2		
C.14		Supply and install EZ3 Elster Kent domestic water meter, rate to include for valves and fittings onto 25mm HDPE pipe	No	580		
<b>Sub-Total Carried to Summary - Section C</b>						

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

121

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Section D</b>		<b>Sundries</b>				
<b>D1</b>		<b>Valve Chambers</b>				
D1,1		Supply all materials and construct complete chambers. Pipes and fittings scheduled elsewhere	No.	29		
<b>D2</b>		<b>Concrete</b>				
D2,1		Anchor blocks in Grade 20/19 concrete as per Drawing N° WN14-D03 (incl. rough shuttering)	m <sup>3</sup>	25		
<b>D3</b>		<b>Marker Posts</b>				
D3,1		Supply and install LV, SV and AV marker posts as per Drawing N° D04 (painted with yellow marking paint) including for concrete surround	No.	29		
D4		Supply and apply Denso protection to SCJ's, flanges, VJ couplings and VJ adaptor joints:	No.	60		
D5		Supply and install M-T-L MC 10 Discus 0370 padlock as supplied by Multi Locking Systems only one security key needed	No.	29		
D6		Provisional Sums for Water Supply Management initiatives	Sum	1	750000	750 000,00
A,3,11		Contractor's mark up on items A.3,1 to A,3,8	Sum	750000		
<b>D7</b>		<b>Air Valves</b>				
D7,1		200mm dia. flanged double orifice air valves,class 16, (Vent-O-Mat RBX 2501 or similar approved)	No.	5		
D7,2		160mm dia. flanged double orifice air valves,class 16, (Vent-O-Mat RBX 2501 or similar approved)	No.	2		
D7,3		110mm dia. flanged double orifice air valves,class 16, (Vent-O-Mat RBX 2501 or similar approved)	No.	5		
D7,4		75mm dia. flanged double orifice air valves,class 16, (Vent-O-Mat RBX 2501 or similar approved)	No.	5		
<b>D8</b>		<b>Reinstatement of roads, driveways and private properties</b>				
		Supply & construct 150mm gravel wearing course for paved areas in Tlhabane using G5 quality gravel compacted to 98% Mod Aashto	m <sup>2</sup>	12988		
D8,1		Brick paved driveways	m <sup>2</sup>	9850		
D8,2		Concrete surfaced driveways and pavements	m <sup>2</sup>	7750		
D8,3		Kerbing and channelling in driveways and roadways	m	8500		
D8,4		Bitumeninous surfaced roads 30-50mm thick asphalt layer on tar tack coat.	m <sup>2</sup>	500		
D9		Fire Hydrants	No.	18		
D10		Disconnect, dewater and decommission in place all existing AC Reticulation Pipes (16km)	Sum	1		

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

122

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Sub-Total Carried to Summary - Section D						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section E		Dayworks				
E1		Labour	Sum	1		
E2		Plant	Sum	1		
E3		Materials	Sum	1		
Sub-Total Carried to Summary - Section E						

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

123

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**CONTRACT**  
**PART C3: SCOPE OF WORKS**

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

124

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

### C3: Scope of Work

#### 1. DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The Employer's objective is to replace the existing Tlhabane AC Bulk and Reticulation Pipeline, to ensure reliable supply to the community of Tlhabane Township.

##### 1.2 Overview of the works

The project scope comprises of the following:

1. Trenching, bedding and backfilling for the following: Pipes
  - 50mm (HDPE) 5.0 km
  - 75mm (uPVC) 3.6 km
  - 110mm (uPVC) 3.0 km
  - 160mm (uPVC) 2.8 km
  - -200mm (uPVC) 3.9km
2. Laying and jointing pipes including installation of fittings such as valves and fire hydrants;
3. Hydraulic testing and disinfection of the all reticulation and bulk mains;
4. Replacement and/or rehabilitation of pavement, kerbing, walls, fences and driveways removed during excavation works;
5. Installation of water meters for households and house connections for all 580 households
6. Decommission existing AC water pipelines
7. Commissioning and Handover

**NOTE TO TENDERERS:** The above description of the Works is not necessarily exhaustive and shall not limit the work to be carried out by the Contractor under this Contract. All works are envisaged to be constructed by labour-based techniques wherever practicable but conventional methods may be employed whenever necessary.

The CIDB requirement on this project is 8CE or higher and the duration is estimated to be 15 months.

##### Detailed Description of the Works

- Trenching, bedding and backfilling for 50 - 200mm diameter uPVC/HDPE pipelines;
- Laying, jointing and testing of all pipes, valves and fittings as follows;

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

125

#### C1.2 Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 50mm diameter HDPE Pipelines
  - 75mm diameter uPVC Pipelines
  - 110mm diameter uPVC Pipelines
  - 200mm diameter uPVC Pipelines
- Installation of household water meters and house connections
  - Replacement and/or rehabilitation of pavement, kerbing, walls, fences and driveways removed during excavation works;
  - Decommission the existing AC Pipelines
  - Hydraulic testing and disinfection of the water mains;
  - Commissioning and Handover

**1.3 Location of the works**

The project area consists of Tlhabane, which forms part of Rustenburg Local Municipality (RLM) under jurisdiction of the Bojanala District Municipality. It is located in Ward 9,10 and 11, 6km west of Rustenburg CBD and is accessible by tar roads. Its GPS coordinates are:

Latitude: 25° 38' 08" S  
 Longitude: 27° 13' 04" E.  
 Altitude 1 185m Above Mean Sea Level

The site shall not only include the works area for the construction of the new services but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The location of the site camp and site access to be proposed by the successful tenderer and agreed by the Client and Engineer/Agent.

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document. Choosing a location for the site camp shall be the responsibility of the successful tenderer assisted by the municipality.

**1.4 Delivery of materials and equipment**

It is the responsibility of the Contractor to take delivery, off-load, store and move into their permanent position all equipment and materials covered under this contract. The Contractor shall, at its own expense, be responsible for the delivery to the Site of imported plant and equipment, materials and Contractor's plant and equipment in connection with the execution of the works, including but not limited to securing of permits and customs clearances, and payment of handling costs, storage costs, releasing costs, transportation costs, and duties, taxes, imposts, excise and charges of any kind that may be imposed by the South African Government, or any of its agencies and political subdivisions relating to the supply and delivery to the Site of the imported plant and equipment, materials and Contractor's plant and equipment.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

## 2. Temporary Works

The Contractor shall, as relevant:

1. Clear site and surroundings to create accessible working areas as required
2. Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works.
3. Construct and maintain haulage, temporary access and construction roads with their required storm water systems, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads. Where suitable, the primary haulage roads will be graded and re- gravelled where necessary towards the end of the contract to form a future maintenance road.
4. Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be in an approved position and subject to the approval of all authorities concerned.
5. Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
6. The camp shall be adequately guarded during and outside working hours
7. The temporary works include:
  - The works required to locate, verify and protect existing services within the works area.

The works must:

- Be such to ensure no or limited interruption to the operation of the existing water supply to Tlhabane township and must further ensure limited interruption to vehicular and pedestrian traffic; and
  - Be such that existing water and sanitation infrastructure shall not be impeded during survey and construction activities.
8. Protection of excavations

Further, the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

## 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.

## THE CONTRACT Part C1: Agreement and Contract Data

127

## C1.2 Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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;
- 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.

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

128

**C1.2  
Contract Data**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**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 equivalent to twenty-five percent (25%) of the total cost of works are to be constructed. The following limits apply:

- Construction by subcontractors may constitute a maximum of 25% of the total local content works.
- Construction using labour intensive construction methods and employing locally (within Tlhabane and its surrounds) labour must make up 75% the total local content 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;
- Hand excavation in restricted areas
- Trimming of trenches
- Laying of bedding material
- Laying of interlocked block paving for road surfacing and sidewalk / channel.
- 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 sub-let to sub-contractors' appropriate portions of the works. A sub-contract agreement shall be signed between the contractor and each of its sub-contractors.

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.

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 CONTRACT  
Part C1: Agreement and Contract Data**

**C1.2  
Contract Data**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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 CE 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.
- 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 guarantee conditions as applicable to the Contractor
- 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.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**C3.2 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)
GB	-Concrete (ordinary buildings)

**Other Standard Specifications**

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts  
Part 1: General Engineering and Construction Works

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.

**C3.2.1 Applicable SANS standards**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SANS) in Pretoria.

- SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works
- SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

The standardised specifications (SANS 1200) must be read in conjunction with the new SANS 1921 family of standards. In case of any discrepancy or conflict between the two, the SANS 1200 specification shall take precedence and shall govern.

**THE CONTRACT**  
**Part C4: Site Information**

131

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The term “project specifications” appearing in any of the SANS 1200 standardised specifications is deemed to be equivalent to the term “scope of work” in SANS Specifications.

**C3.2.2 Applicable SANS 1921 Standards**

The following SANS 1921 Construction and Management requirements for works standards and associated specification data are applicable:

- SANS 1921-1 General engineering and construction works
- SANS 1921-3 Steelworks
- SANS 1921-6 HIV/AIDS awareness

**THE CONTRACT**  
**Part C4: Site Information**

132

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### C3.3 PROJECT SPECIFICATIONS

#### STATUS

#### Applicable SANS 1200 standards for construction works

The applicable SABS 1200 Standardized Specifications for Civil Engineering Construction for this Contract shall be the following:

- (a) A -General
- (b) AB -Engineers office
- (c) C Site Clearance
- (d) D -Earthworks
- (e) DA - Earthworks (small works)
- (f) DB Earthworks (Pipe Trenching)
- (g) GB -Concrete (ordinary buildings)

- Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.
- Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications which are not bound into the tender and contract documents.
- Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents.

#### 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 CONTRACT Part C4: Site Information

133

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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 (2015), or for him to recommend termination to the

#### DEFINITIONS

For the purpose of this Contract the following shall have the associated meaning:

1. Unless inconsistent with the context, an expression which denotes:
  - a. Any gender includes the other genders;
  - b. A natural person includes a juristic person and vice versa; and
  - c. The singular includes the plural and vice versa.
2. 'Service Provider' shall mean either a consultant or contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.
3. 'VAT' shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
4. All references to 'Engineer' in the Specifications shall be understood to refer to the 'Employer's Agent' as defined in the Conditions of Contract.

#### THE CONTRACT Part C4: Site Information

134

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### PART A: CIVIL

#### PART A1 GENERAL DESCRIPTION OF THE CIVIL WORKS, THE SITE AND THE MANAGEMENT REQUIREMENTS

##### CONSTRUCTION AND MANAGEMENT REQUIREMENTS

###### General

This section of the Contract documents should be read together with all other sections and Standardized, and Particular Specifications included in the Contract documents or Standardized Specifications mentioned in the Contract documents, but separately available. The documents should be read and interpreted jointly in order to determine the full requirements of the Contract

Certain aspects however require further attention as described hereafter.

###### Information Required at Tender Stage

It is a specific requirement of the tender that full information of all the equipment offered must be supplied at the time of tendering for the Engineer to evaluate the Tenderer's submission. In this regard, the Tenderer shall complete all technical schedules issued as part of the tender document.

## 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 reduced drawings form part of the tender documents as mentioned under Part T1 and shall be used for tendering purposes only.

The contractor shall be supplied with two complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the

### THE CONTRACT

135

#### Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all dimensions which are given on the drawings and inform the Engineer of any conflicting dimensions.

For the portions of the Works designed by the Contractor (such as final pipe items and fittings), the latter shall furnish the Engineer with a full set of working drawings showing the exact dimensions and details of equipment to be manufactured. The drawings must be approved by the Engineer before manufacture of the equipment commences. Once satisfied, the Engineer shall approve the drawings in principle, which shall not relieve the Contractor from his responsibility to execute the Works in terms of the Specification, correctness of the drawings and final dimensions of all manufactured items.

#### **Responsibilities for design and construction**

The responsibility strategy followed in this contract shall be a design by the Employer.

The engineer responsible for the design in accordance with the specification is: WNA Consulting Engineers.

The Contractor undertakes only construction based on designs issued by the Employer. The Contractor is to follow the specification, the design and construction drawings as laid out by the Employer.

#### **Materials, samples**

All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, considering availability of supply, price and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

It is the responsibility of the Contractor to take delivery, off-load, store, and move into their permanent position all equipment and materials covered under this contract. The Contractor shall, at its own expense, be responsible for the delivery to the Site of imported plant and equipment, materials and Contractor's plant and equipment in connection with the execution of the works, including but not limited to securing of permits and customs clearances, and payment of handling costs, storage costs, releasing costs, transportation costs, and duties, taxes, imposts, excise and charges of any kind that may be imposed by the South African Government, or any of its agencies and political subdivisions relating to the supply and delivery to the Site of the imported plant and equipment, materials and Contractor's plant and equipment.

#### **Temporary works**

"Temporary works" does not include activities or facilities such as the provision of accommodation for the contractor and Engineer, temporary water and power supplies, shuttering, scaffolding and all equipment specified or necessary to complete the works specified and/or shown on the drawings and included for in the Bill of Quantities.

Temporary works shall include the provision of access to the sites of the works and include ramps into excavations for deploying labour and plant at the positions required. No temporary works have been allowed for.

#### **Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the initial tendered Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above

#### **THE CONTRACT**

136

#### **Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

#### **Time for Completion**

The tenderer shall indicate under section C1.2.2: Data provided by Contractor the time within which the contract shall be completed.

#### **Delay in Completion**

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

#### **QUALITY ASSURANCE (QA) (READ WITH SANS 1921 – 1: 2004 CLAUSE 4.4)**

The Contractor will be solely responsible to produce work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

#### **MANAGEMENT AND DISPOSAL OF WATER**

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works because of the Contractor's failure to properly manage rain and surface water, will not be considered.

#### **EARTHWORKS**

##### **Process control**

The Contractor shall arrange for his own process control tests. The Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

#### **THE CONTRACT Part C4: Site Information**

137

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by an approved laboratory. The cost of acceptance testing shall be to the account of the Employer.

#### **SITE ESTABLISHMENT (READ WITH SANS 1921 - 1: 2004 CLAUSE 4.14)**

##### **Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The construction yard will not be serviced, and the Contractor shall make arrangements to connect all necessary services to specific points.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

Temporary and permanent fencing around the Contractor's Site establishment areas connection to the electrical supply shall be done by the Contractor where needed.

On completion of work on Site, buildings constructed by the Contractor for his own use shall be demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated.

##### **Power Supply**

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

##### **Water Supply and Sewage**

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

#### **THE CONTRACT Part C4: Site Information**

138

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

#### **Accommodation of Employees**

The Contractor will be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.

#### **Water for construction**

See PSA 1.5.3 above.

#### **Facilities for the Engineer**

See PSAB Engineers office under variations to the standard specifications

#### **Telephone Facilities**

Telephone and email facilities are needed on the site.

#### **Setting out and Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)**

Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged pegs and beacons to the Engineer's, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

Survey records of beacons, benchmarks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, benchmarks, reference marks or trigonometric stations.

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

#### **EXISTING SERVICES (READ WITH SANS 1921 - 1: 2004 CLAUSE 4.17)**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

#### **THE CONTRACT Part C4: Site Information**

139

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

All the work will be carried out on the site in Tlhabane township in the vicinity of existing services and all such services and the water supply shall always remain in operation, except where arrangements have been made for the interruption of services upon a written instruction from the Employer for the purposes of carrying out the Works under this Contract.

Existing overhead and underground services may be indicated on the drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.

The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

Services belonging to the following service owners will be encountered:

Service owner	Type of service
Eskom	Electrical/Power lines
Rustenburg Local Municipality	Sewer, water and electrical infrastructure
Telkom	Telephone/Optic fibre lines

#### HEALTH AND SAFETY (READ WITH SANS 1921 - 1: 2004 CLAUSE 4.18)

##### General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 08 February 2014 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.1.7.

#### THE CONTRACT Part C4: Site Information

140

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**Health and Safety Specifications and Plans**

**Employer's Health and Safety Specification**

A Health and Safety Specification is included in Section C5.2, of the tender documents.

**Tenderer's Health and Safety Plan**

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

(a) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28.

pro-active identification of potential hazards and unsafe working conditions.

provision of a safe working environment and equipment.

statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5).

monitoring health and safety on the site of works on a regular basis and keeping of records and registers as provided for in the Construction Regulations.

details of the Construction Supervisor, the Construction Safety Officers, and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and

details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work because of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

**MANAGEMENT OF THE ENVIRONMENT (READ WITH SANS 1921 - 1: 2004 CLAUSE 4.19)**

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

**THE CONTRACT**  
**Part C4: Site Information**

141

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **Natural Vegetation**

The Contractor shall confine his operation to the limits of the existing Tlhabane for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

#### **Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

#### **Environmental Management Plan**

In addition to the above all requirements according to the Environmental Management Plan will be adhered to.

#### **CONTRACT NAME BOARD**

Two official contract name boards are required for this contract. One is to be located at the main road on Dr Moroka drive and Makheni st and one at the entrance to the Tlhabane/Lefaragathe reservoir.

#### **RAILWAY FACILITIES**

The nearest railway line is at the demarcation between Tlhabane and Ziniaville, approximately 1.5km from the nearest portion of the site

#### **SECURITY CLEARANCE OF PERSONNEL**

Tenderers should note that the Rustenburg Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Rustenburg Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

#### **SUPPLY OF MATERIALS**

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

#### **THE CONTRACT Part C4: Site Information**

142

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### EXECUTION OF THE WORKS

##### Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

##### Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

#### SOCIO-ECONOMIC DEVELOPMENT REQUIREMENTS

##### Definitions and criteria

- a) “**Actual %**” means Actual value (including adjustments in accordance with the Contract divided by the Contract Price.
- b) “**Local Project Steering Committee**” means the official community communication channel that was established by the municipality.

The PSC is to be the point of contact for all project SED related matters.

- c) “**Black People**” refers to the definition in the South African Broad Based Black Economic Empowerment Act, Act No 53 of 2003 as amended by section 1(b) of Act No. 46 of 2013.
- d) “**Black Women**” refers to women who are Black People as defined in the South African Broad Based Black Economic Empowerment Act, Act No 53 of 2003 as amended by section 1(b) of Act No. 46 of 2013.
- e) “**Black Owned**” refers to ownership of  $\geq 51\%$  by Black People.
- f) “**Contract Price**” refers to the definition under the GCC 2015 Clause 1.1.1.10
- g) “**Women Owned**” refers to ownership of  $\geq 30\%$  by Women.
- h) “**Exempted Micro Enterprise**” is any enterprise with an annual Total Revenue of R10 Million or less.
- i) “**Local**” means the Project Area.
- j) “**Qualifying Small Enterprise**” is any enterprise with an annual Total Revenue of between R10 million and R50 million.
- k) “**Small, Medium, Micro, Cooperative Enterprises**” is any enterprise that is an EME or a QSE.

#### THE CONTRACT Part C4: Site Information

143

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

l) “**Staff Levels**” refer to the categorisation of staff utilised by the Contractor. All staff shall be assigned to one of the four levels defined as follows:

- “**Unskilled Labour**”: work which requires no special training or experience for performing the work adequately, such as manual heavy physical work.
- “**Semi-skilled Labour**”: work which requires a degree of training and skill involving operating machinery or a construction trade, such as bricklaying, carpentry, steel fixing, welding, electrical work and plumbing while under supervision. This level shall include junior administrative staff.
- “**Skilled Labour**”: work which requires special skill, training, knowledge, and ability to do unsupervised work and is typically supported by recognised certification as a Machine Operator, Certified Bricklayer, Carpenter, Steel Fixer, Welder, Electrician and Plumber. This level shall include senior administrative and on-site supervisory staff.
- “**Professional and Management**”: work requiring higher-order skills than the Unskilled Labour, Semi-skilled Labour and Skilled Labour levels, being all staff who would typically be housed in the Management Camp.

m) “**Youth**” are people under the age of 35.

#### Key resources

The Ward Councillor/Project Steering Committee (PSC) will identify a Community Liaison Officer (CLO) to facilitate liaison between the Contractor and the community and amongst other things to ensure that the employment of local labour proceeds smoothly.

All decisions regarding identification and hiring of labour, relieving labour of their duties, local problems and any other matter of local importance related to the Contract, will be made in consultation with the CLO.

The CLO needs at least a high school diploma and should have excellent communications skills (written and oral), the ability to work with a wide variety of people, and strong organizational skills. If possible, the CLO should be from the local communities closest to the Project.

There will be a CLO appointed by the Contractor, but nominated by the Ward Councillor/PSC, and accountable to the PSC.

#### SOCIO-ECONOMIC OBJECTIVES

The preference criteria for the Contract covers a broad range of parameters to obtain maximum benefit to Local people and companies. The objectives are to maximise:

- Procurement and employment opportunities Local suppliers and individuals.
- Skills and technology transfer through training of individuals.
- Participation by Black, small, medium-sized, and micro enterprises, and cooperatives.
- Implementation of the project in a socially responsible and sustainable manner.

The Employer is bound by legislative obligations in South Africa relating to employment, preferential procurement and enterprise development and skills development, aimed at contributing to economic growth and expansion of the supplier base in the construction sector in the Project Area, as follows:

#### THE CONTRACT

144

##### Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **Employment**

The Employer has the objective of ensuring that employment of labour conforms to the following principles:

- Employment of unskilled labour will be sourced from the Project Area.

#### **Enterprise Development**

The Employer aims to develop established QSEs and EMEs, (that are at least 51% Black Owned), to enable them to implement appropriate business management systems and be able to undertake future projects either independently or at JV partner level.

#### **Training & Skills Development**

The Employer is committed to the development of unskilled labour. To give effect to this objective, the Contractor is required to institute a training and skills development programme aimed primarily at improving the literacy and skills of site-based staff.

### **EMPLOYMENT**

#### **Employment Goals**

The Contractor is to employ local labour that totals 1% of the Contract Price. The Contractor is to ensure that the labour employed is indeed local by making use of the CLO.

#### **Implementation Requirements**

##### **Recruitment through the PSC and CLO**

All local labour is to be employed with the assistance of the PSC/Ward Councillor through the CLO. The Contractor to ensure that the following is actioned:

- Obtain list from the CLO of people (with contact details) seeking employment.
- If such a list is not available, the Contractor is set up a list with the assistance of the PSC and CLO.
- Advise the CLO of the successful applicants and when they are to report to site.
- Register and address employment process complaints.
- Keep a register of local staff employed and furnish details to the PSC and CLO; and
- Report on local labour recruitment, presents records and inform of any issues at monthly meetings.

Signs are to be placed on site that local people seeking employment should contact the CLO who will assist.

#### **Labour Recruitment Process**

The following steps shall be followed in the recruitment of unskilled labour:

- Registration of unskilled labour, in the Project Area, shall be done by the CLO.
- The Contractor will keep a list of applicants as submitted by the CLO to ensure appointments are on a first-come-first-served basis.
- The employment list must be presented to the community should it be required.

### **THE CONTRACT**

145

#### **Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- The Contractor is to manage this list and update it as new positions are filled.
- The Contractor shall be responsible for the employment and induction process, including contracts of employment, health screening, confirmation of fitness to work, and induction training (The Contractor will be allowed to take a larger number than required, in the event that some candidates fail any of the above tests);
- The Contractor will provide written reasons for failure, in the case of health the detailed report will be confidential and will only be disclosed to the affected individual; and
- Good labour relations shall be maintained by employers and employees.

#### Labour Recruitment Requirements

The Contractor shall comply with the following requirements:

- a) Abide by the Labour Recruitment Guidelines.
- b) Refrain from recruiting / bringing with them unskilled labour from outside the Project Area.
- c) Advertise vacant positions with the CLO and give people enough time to mobilise.
- d) Take responsibility for the employment and induction process, including contracts of employment, health screening, and confirmation of fitness to work. Should a candidate be judged unsuitable for the position the Contractor shall notify the CLO and PSC accordingly, with an explanation of its decision.
- e) Address recruitment complaints brought up from the CLO via the PSC.
- f) The Contractor shall pay his employees and shall ensure that his Subcontractors pay their employees rates of remuneration not less than that prescribed by legislation and applicable to the area of the Works.
- g) The Contractor, in the fulfilment of his obligations under the Contract, shall observe conditions of employment for those trades and occupations which are customary in the area in which the Works are to be constructed. The Contractor shall also practice and ensure that his Subcontractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.
- h) As and when required by the Engineer, the Contractor shall allow and shall ensure that his Subcontractors allow the Engineer to audit or to arrange an audit of the Contractor's or his Subcontractors' records and thereby monitor the performance by the Contractor of the obligations he has undertaken. In the event of the Engineer certifying that the Contractor has failed to carry out or has failed to ensure that his Subcontractors are carrying out any such obligations the Contractor shall make good the default certified by the Engineer within 14 days from such certificate.
- i) Notwithstanding anything elsewhere contained in the Contract, the Contractor shall recognise and ensure that his Subcontractors recognise the right and freedom of their respective employees to be members of trade unions of the employee's choice as may be permitted by legislation and the rights of such unions to bargain for improvement in the terms and conditions of employment of their members; and

#### SUB-CONTRACTING AND SUPPLIERS

##### Sub-contracting and Suppliers Goals

Actual procured spend on sub-contractors and supplier must be 25% of the Contract Price on Black-owned EMEs and QSEs and must be spent on Local Black-Owned QSEs, EMEs or companies.

For avoidance of doubt the procurement spend shall be calculated per category as a percentage of total Contract Price.

#### THE CONTRACT Part C4: Site Information

146

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

#### **Implementation Requirements**

The Contractor shall, within 28 days of the date of the Letter of Acceptance, make available to the Engineer, for evaluation, his elaborated and fully detailed Preferential Procurement Plan outlining the companies that will be sub-contracted or used for procurement of supplies. The list of companies must provide proof of being Black-owned and Local. Upon acceptance by the Engineer of the Contractor's Preferential Procurement Plan the Contractor may commence procurement from his approved vendors.

#### **ENTERPRISE DEVELOPMENT**

There are no Enterprise Development goals.

#### **SKILLS DEVELOPMENT**

##### **Skills Development Goals**

Unskilled Labour is to be provided with formal training.

##### **Implementation Requirements**

The Contractor is required to cooperate with the specified Training Provider.

#### **MONITORING AND REPORTING**

##### **General**

Preference targets shall be addressed throughout the contract and shall be reported monthly in the Contractor's Monthly Report using the pro forma templates to be provided by the Employer.

##### **Monitoring of Employment**

A form, in accordance with the template to be provided by the Employer, must be submitted with the Monthly Report.

##### **Monitoring of Sub-contractors and Supplier**

A form, in accordance with the template to be provided by the Employer, must be submitted with the Monthly Report.

##### **Monitoring of Enterprise Development**

No monitoring will be done as there are no Enterprise Development goals.

##### **Monitoring of Skills Development**

A form, in accordance with the template to be provided by the Employer, must be submitted with the Monthly Report.

#### **PENALTIES IN RELATION TO PREFERENCE**

##### **Actual Performance Against Contract Goals for Preference**

The penalties for not achieving the above goals will be calculated as follows:

**THE CONTRACT**

147

##### **Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

*Labour Goals:  $P_L = 0.015F - L_S$*

*Sub – contracting and Supplier Goals:  $P_S = 0.075F - S_S$*

**Total Penalty:  $P_P = P_L + P_S$**

Where:

F = Contract Price

$P_L$  = Penalty for not meeting Local Labour goals

$L_S$  = Actual spend on Local Labour as per goals

$P_S$  = Penalty for not meeting sub-contractor and supplier goals

$S_S$  = Actual spend on Sub-contractors and Suppliers as per goals

$P_P$  = Total Penalty applied

- Note that the following limits apply to the above penalties: Should the actual spend exceed the target the Contractor will not be reimbursed the difference as the targets are minimums.

**EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE SPECIFICATION (Read with SANS 1914 -5  
2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the  
Expanded Public Works Programme (EPWP) third edition 2015)**

**Labour-intensive works**

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

**Transport for Local Labour**

The Contractor is required to provide transport each working day for all employed local labour from a central location within 1km of their place of residence, to the Site, and back again.

**Labour intensive competencies of supervisory and management staff**

Contractors having a relevant CIDB Contractor grading designation shall engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

**Table 1: Skills programme for supervisory and management staff**

**THE CONTRACT**

148

**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques or the equivalent QCTO qualification	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage or the equivalent QCTO qualification	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or the equivalent QCTO qualification	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures or the equivalent QCTO qualification	
Site Agent / Manager (i.e. the Contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes or the equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

#### Labour Regulations

##### Payment for the labour-intensive component of the works

Payment for works identified 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.

##### Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R949 in Government Gazette 33665 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

##### Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

In this document:

(b) "department" means any department of the State, implementing agent or contractor.

#### THE CONTRACT Part C4: Site Information

149

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP.

“worker” means any person working in an elementary occupation on a SPWP.

“elementary occupation” means any occupation involving unskilled or semi-skilled work;

“management” means any person employed by a department or implementing agency to administer or execute an SPWP.

“task” means a fixed quantity of work.

“task-based work” means work in which a worker is paid a fixed rate for performing a task;

“task-rated worker” means a worker paid on the basis of the number of tasks completed;

“time-rated worker” means a worker paid on the basis of the length of time worked.

**Terms of Work**

Workers on a SPWP are employed on a temporary basis.

A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**Normal Hours of Work**

An employer may not set tasks or hours of work that require a worker to work:

(c) more than forty hours in any week

on more than five days in any week; and

for more than eight hours on any day.

An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**Meal Breaks**

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

An employer and worker may agree on longer meal breaks.

A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**THE CONTRACT**

150

**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### Special Conditions for Security Guards

A security guard may work up to 55 hours per week and up to eleven hours per day.

A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

### Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

### Work on Sundays and Public Holidays

A worker may only work on a Sunday or public holiday to perform emergency or security work. Work on Sundays is paid at the ordinary rate of pay.

A task-rated worker who works on a public holiday must be paid –

(d) the worker's daily task rate, if the worker works for less than four hours;

double the worker's daily task rate if the worker works for more than four hours.

A time-rated worker who works on a public holiday must be paid –

(e) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

double the worker's daily rate of pay if the worker works for more than four hours on the public holiday.

### Sick Leave

Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

A worker may accumulate a maximum of twelve days' sick leave in a year.

Accumulated sick-leave may not be transferred from one contract to another contract.

An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

An employer must pay a worker sick pay on the worker's usual payday.

### THE CONTRACT

151

### Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(f) absent from work for more than two consecutive days: or

absent from work on more than two occasions in any eight-week period.

A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**Maternity Leave**

A worker may take up to four consecutive months' unpaid maternity leave.

A worker is not entitled to any payment or employment-related benefits during maternity leave.

A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A worker may begin maternity leave –

(g) four weeks before the expected date of birth; or

on an earlier date –

if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

if agreed to between employer and worker; or

on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

**Family responsibility leave**

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

(h) when the employee's child is born.

**THE CONTRACT**  
**Part C4: Site Information**

152

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

when the employee's child is sick.

in the event of a death of –

the employee's spouse or life partner.

the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

**Statement of Conditions**

An employer must give a worker a statement containing the following details at the start of employment–

(i) the employer's name and address and the name of the SPWP.

the tasks or job that the worker is to perform; and

the period for which the worker is hired or, if this is not certain, the expected duration of the contract.

the worker's rate of pay and how this is to be calculated.

the training that the worker will receive during the SPWP.

An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

An employer must supply each worker with a copy of these conditions of employment.

**Keeping Records**

Every employer must keep a written record of at least the following –

(j) the worker's name and position.

in the case of a task-rated worker, the number of tasks completed by the worker.

in the case of a time-rated worker, the time worked by the worker.

payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the SPWP.

**Payment**

An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A task-rated worker will only be paid for tasks that have been completed.

An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

A time-rated worker will be paid at the end of each month.

**THE CONTRACT**  
**Part C4: Site Information**

153

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

Payment in cash or by cheque must take place –

(k) at the workplace or at a place agreed to by the worker.

during the worker's working hours or within fifteen minutes of the start or finish of work.

in a sealed envelope which becomes the property of the worker.

### Information in writing

An employer must give a worker the following information in writing –

(l) the period for which payment is made.

the numbers of tasks completed, or hours worked.

the worker's earnings.

any money deducted from the payment.

the actual amount paid to the worker.

If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

### Deductions

An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

An employer may not require or allow a worker to –

(m) repay any payment except an overpayment previously made by the employer by mistake.

state that the worker received a greater amount of money than the employer actually paid to the worker; or

pay the employer or any other person for having been employed.

### Health and Safety

Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A worker must –

### THE CONTRACT Part C4: Site Information

154

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

(n) work in a way that does not endanger his/her health and safety or that of any other person.

obey any health and safety instruction.

obey all health and safety rules of the SPWP.

use any personal protective equipment or clothing issued by the employer.

report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**Compensation for Injuries and Diseases**

It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A worker must report any work-related injury or occupational disease to their employer or manager.

The employer must report the accident or disease to the Compensation Commissioner.

An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**Termination**

The employer may terminate the employment of a worker for good cause after following a fair procedure.

A worker will not receive severance pay on termination.

A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**Certificate of Service**

On termination of employment, a worker is entitled to a certificate stating –

(o) the worker's full name.

the name and address of the employer.

the SPWP on which the worker worked.

the work performed by the worker.

any training received by the worker as part of the SPWP.

**THE CONTRACT**  
**Part C4: Site Information**

155

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

the period for which the worker worked on the SPWP.

any other information agreed on by the employer and worker.

**Contractor's default in payment to Labourers and Employees**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- (p) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.

Copies of certified identity documents of workers

Number of persons who have attended training including nature and duration of training provided

Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework

Plant utilization returns

Progress report detailing production output compared to the programme of works

**EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

**Requirements for the sourcing and engagement of labour.**

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set for the project is R 191.60 per day.

Tasks established by the Contractor must be such that:

- (q) the average worker completes 5 tasks per week in 40 hours or less; and

**THE CONTRACT**  
**Part C4: Site Information**

156

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

the weakest worker completes 5 tasks per week in 55 hours or less. The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (c) above.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

(r) where the head of the household has less than a primary school education.

that have less than one full time person earning an income.

where subsistence agriculture is the source of income.

those who are not in receipt of any social security pension income

**Specific provisions pertaining to SANS 1914-5**

**Definitions**

Targeted labour: Unemployed persons who are employed as local labour on the project.

**Contract participation goals**

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.

**Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**Variations to SANS 1914-5**

The definition for net amount shall be amended as follows:

(s) Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the Contractor.

(t) The schedule referred to in 5.2.2.3 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**Training of targeted labour**

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

**THE CONTRACT**  
**Part C4: Site Information**

157

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the Contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works.

The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of d above.

Proof of compliance with the requirements of b to f must be proven.

**Typical construction work to be executed applying labour intensive principles**

- Trenching for pipelines, cables and restricted soft excavations
- Pipe/ cable laying- Pipe/ cable backfilling
- Installation of pipe specials
- Building works and block paving
- Steel fixing
- Small concrete works

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### PART A2: PSA2 - VARIATIONS TO THE STANDARD SPECIFICATIONS

PSA	GENERAL
PSAB	ENGINEER'S OFFICE
PSC	SITE CLEARANCE
PSD	EARTHWORKS
PSDB	EARTHWORKS (PIPE TRENCHES)
PSDM	EARTHWORKS (ROADS, SUBGRADE)
PSG	CONCRETE STRUCTURAL
PSLB	BEDDING (PIPES)
PSM	ROADS (GENERAL)
PSME	SUBBASE
PSMF	BASE
PSMK	KERBING AND CHANNELING

### THE CONTRACT Part C4: Site Information

159

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**VARIATIONS TO STANDARDISED SPECIFICATIONS**

The following variations and additions to the SANS 1200 Standardised Specifications. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SANS 1200 to which the variation or addition there under applies.

**PSA: GENERAL**  
(Applicable to SANS 1200 A)

**PSA 1**            **SCOPE**

*REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

**PSA 2**            **INTERPRETATIONS**

**PSA 2.3**         **DEFINITIONS**

*IN THE OPENING PHRASE BETWEEN THE WORDS "SPECIFICATION" AND "THE FOLLOWING", INSERT THE WORDS "THE DEFINITIONS GIVEN IN THE CONDITIONS OF CONTRACT AND".*

(a)     General

*ADD THE FOLLOWING DEFINITIONS:*

"General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(b)     Measurement and payment

*REPLACE THE DEFINITIONS FOR*

"Fixed charge", "Time-related charge"

*AND*

**THE CONTRACT**  
**Part C4: Site Information**

160

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

"Value-related charge"

*WITH THE FOLLOWING:*

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

#### PSA 2.4

#### **ABBREVIATIONS**

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SANS Co-ordinating Specification."

#### PSA 3

#### **MATERIALS**

#### PSA 3.1

#### **QUALITY**

*ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:*

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications shall bear the SANS mark, where such a mark is available for the type of product."

Materials bearing the SANS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Engineer may in his discretion require any material not bearing such mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor's cost by the South African Bureau of Standards or other approved body. Should the tests prove that any material complies with the Specifications the Contractor will be reimbursed the value of the testing body's account for carrying out the tests required by the Engineer.

#### PSA 3.3

#### **Delay Due to Supply of Materials**

Add the following new sub-clause:

#### **THE CONTRACT**

161

#### **Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers for the materials required under this contract timeously.

The Contractor shall, by producing copies of written orders or written enquiries for supplies, prove to the satisfaction of the Engineer that any delay occasioned by non-availability of materials has been caused by the inability of suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for supplies, before any extensions of the contract time will be allowed due to such delays.

**PSA 4**                    PLANT

**PSA 4.1**                   **SILENCING OF PLANT**

*REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:*

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall always and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise to comply with the said regulations."

**PSA 4.2**                   **CONTRACTOR'S OFFICES, STORES AND SERVICES**

*ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUBCLAUSE 4.2:*

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

*DELETE*

"and first-aid services"

*IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 AND ADD THE FOLLOWING:*

**THE CONTRACT**  
**Part C4: Site Information**

162

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

"The Contractor shall provide on the Site and near the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

**PSA 5                    CONSTRUCTION**

**PSA 5.1                SURVEY**

**PSA 5.1.2            Preservation and replacement of survey beacons and pegs subject to the Land Survey Act**

*DELETE THE WORDS*

"in the vicinity of boundaries"

*IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS*

"under the direction of"

*IN THE SAME SENTENCE WITH*

"in consultation and liaison with".

*ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:*

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

*REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:*

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

**THE CONTRACT  
Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

(b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

**PSA 5.3 PROTECTION OF EXISTING STRUCTURES**

*REPLACE*

"Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)"

*WITH*

"Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended,"

*AND INSERT THE FOLLOWING AFTER "(ACT NO. 27 OF 1956)":*

"as amended".

**PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

*REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:*

**PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**

**PSA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, using appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub-clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

**THE CONTRACT**  
**Part C4: Site Information**

164

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

The aforesaid procedure shall also be followed in respect of services not shown on the drawings but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as previously mentioned at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the previously mentioned provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of, or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage regarding (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and using the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

### PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be

### THE CONTRACT Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

promptly backfilled and compacted. In roadways, the requirements of sub clause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 93% modified AASHTO density.

**PSA 5.4.3      Alterations and repairs to existing services**

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

**PSA 5.7      SAFETY**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:*

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may always be required to ensure compliance with the requirements of the Act ;
- (d) Implement all necessary measures to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the

**THE CONTRACT**  
**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Engineer may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 (GCC 2015) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 (GCC 2015) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of clause 9.2 (GCC 2015) and for the Employer to terminate the Contract in accordance with the further provisions of the said clause 9.2 (GCC 2015)

*ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 5:*

**PSA 5.9 SITE MEETINGS**

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

**PSA 5.9 Security**

**PSA 5.9.1 Security of Contractor's Plant and Personnel**

The Tenderer shall note that, notwithstanding the insurances effected by the Employer, the Contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and that no claims in this regard will be entertained by the Employer.

The Contractor's attention is drawn to the fact that the work is to be carried out in an area where there might be a high incidence of criminal activity.

The sum entered by the Contractor in the Schedule of Quantities for effecting of safety and security of plant and personnel on and around the site of the works shall be deemed to include full compensation for all the measures necessary to affect the safety and security.

**THE CONTRACT**  
**Part C4: Site Information**

167

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSA 6**                    **TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:*

**PSA 6.4 USE OF TOLERANCES**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

**PSA 7**                    **TESTING**

**PSA 7.1**                **APPROVED LABORATORIES**

*REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:*

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.

**THE CONTRACT**  
**Part C4: Site Information**

168

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

(d) Any other laboratory that the Engineer approves in his absolute discretion."

**PSA 8                    MEASUREMENT AND PAYMENT**

**PSA 8.1                MEASUREMENT**

**PSA 8.1.1            Method of measurement, all sections of the Schedule**

*DELETE THE WORDS*

"and South West Africa".

**PSA 8.1.2            Preliminary and General item or section**

**PSA 8.1.2.1        Contents**

*REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(B) WITH THE FOLLOWING:*

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

**PSA 8.1.2.2        Tendered sums**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items 8.3 and 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, Wastewater and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

**THE CONTRACT**  
**Part C4: Site Information**

169

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSA 8.2 PAYMENT**

**PSA 8.2.1 Fixed-charge and value-related items**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:*

**PSA 8.2.1.1 Fixed-charge items**

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

**PSA 8.2.2 Time-related items**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:*

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

**PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:*

**PSA 8.5.1 Works executed by the Contractor**

**Unit: Prov Sum**

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2015).

**PSA 8.6 PRIME COST ITEMS**

*REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:*

**PSA 8.6 PRIME COST SUMS**

**THE CONTRACT**  
**Part C4: Site Information**

170

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- |     |   |              |
|-----|---|--------------|
| (a) | Description of item to which Prime Cost Sum applies | Unit: PC Sum |
| (b) | Charge required by Contractor on sub-item (a) above | Unit: %      |

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

*ADD THE FOLLOWING SUBCLAUSE:*

**PSA 8.10 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE CONSTRUCTION REGULATIONS 2003) UNIT: SUM**

The tendered sum shall always include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) for the full duration of the Contract. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

**THE CONTRACT  
Part C4: Site Information**

171

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**PSAB: ENGINEER’S OFFICE**

(Applicable to SANS 1200 AB)

**PSAB 1 SCOPE**

**PSAB 1.1** Delete this sub-clause and substitute:

This Specification covers the requirements for office, storeroom, locker room, car ports, and the minimum associated facilities for the use of the Engineer on the site.

**THE CONTRACTOR SHALL NOTE THAT THESE ARE GENERAL REQUIREMENTS AND THAT ONLY THOSE ITEMS THAT ARE SPECIFICALLY ITEMISED IN THE SCHEDULE OF QUANTITIES ARE REQUIRED ON THIS CONTRACT.**

When the Contract is awarded, the Engineer shall give the Contractor full details in writing regarding the number, type, and layout of all the units required, as well as details of fittings and equipment required. The Contractor shall not order any buildings, material, equipment or fittings on the basis of what is specified or scheduled without written confirmation from the Engineer.

The offices, laboratory, storeroom, locker room and car ports shall, unless otherwise agreed or instructed, be erected near the Contractor’s offices and laboratory and the entire area shall be fenced with security fencing and provided with a gate. The Contractor shall take all reasonable precautions to prevent unauthorised entry to the offices and laboratories and to ensure the general security of the offices.

**PSAB 2 INTERPRETATIONS**

**PSAB 2.3 Definitions**

Add the following definitions:

**Store Room:** A store room constructed on site, or a mobile, semi-mobile or prefabricated unit.

**Locker Room:** A locker room constructed on site, or a mobile, semi-mobile or prefabricated unit.

**Car Port:** A roofed shelter constructed on site for one or more cars as specified or scheduled.

**PSAB 3 MATERIALS**

**PSAB 3.1 NAMEBOARDS**

*REPLACE THE FIRST SENTENCE OF SUBCLAUSE 3.1 OF SANS 1200 AB WITH THE FOLLOWING:*

**THE CONTRACT  
Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards as specified, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers with regard to size, painting, decorating and detail, and the requirements described hereunder."

**PSAB 3.2 Office Building(s)**

Delete this sub-clause entirely and retitle the sub-clause "FACILITIES FOR ENGINEER".

Add the following sub-clauses:

**PSAB 3.2.1 Office Buildings**

The Contractor shall provide, furnish, and equip one or more offices (as scheduled) for the use of the Engineer.

Furniture and equipment:

The office shall be equipped with the following:

- i) Office desk with a surface area of at least 1,5 m<sup>2</sup> and having at least 3 drawers, one of which can be locked.
- ii) General purpose steel cabinet with doors, lock and two keys with at least 1,5 m<sup>2</sup> shelf areas and a volume of 0,7 m<sup>3</sup>.
- iii) Two office chairs.
- iv) Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
- v) Double 80-watt fluorescent light fittings complete with ballast and tubes (three per Type 1 office, and one per Type 2 office).
- vi) Drawing table with a smooth flat top having an area of at least 3m<sup>2</sup>

In addition to the above the office shall be equipped with the following:

- vii) Conference table large enough to accommodate twelve people and have a surface area of at least 4 m<sup>2</sup>.
- viii) Ten office chairs.

**PSAB 3.2.2 Air-Conditioning Units**

**THE CONTRACT**  
**Part C4: Site Information**

173

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

Where required by the Engineer, the Contractor shall provide, install and maintain air-conditioning units.

The air-conditioning unit shall be an electricity operated compressor type with closed circuit, and not an evaporation type. The capacity of the air-conditioning units shall be at least 2,2 kW each.

On completion of the Works, ownership of the air-conditioning units shall revert to the Contractor who shall remove them from the Site.

**PSAB 3.2.3 Special Testing of Materials**

Except when specifically directed by the Engineer, the Contractor shall be responsible for the execution of all tests required for quality and compaction control and shall provide all necessary staff and equipment to the satisfaction of the Engineer for this purpose on the site of the works. No payment will be made for tests carried out by the Contractor except for specific tests ordered by the Engineer.

Over and above the normal check tests carried out by the Engineer on site the Engineer may from time to time order the Contractor to arrange special check tests to be carried out by an approved independent laboratory. Where such testing is contemplated in advance, allowance shall be made for the cost thereof by the inclusion of a Provisional Sum.

**PSAB 3.2.4 Photocopying Machine**

The Contractor shall arrange for the provision, installation and maintenance of an approved photocopying machine, capable of making up to A3-sized copies, within the Engineer's office. The price shall include for all accessories such as paper, etc. for making a maximum of 1 000 A4-sized copies per month.

Upon completion of the whole of the works, the ownership of the photocopying machine shall revert to the Contractor who shall remove it from the site.

**PSAB 4 PLANT**

*ADD THE FOLLOWING SUBCLAUSE*

**“PSAB 4.2 SURVEY EQUIPMENT**

The Contractor shall provide on-site and make available for the exclusive use of the Engineer and his staff, survey equipment.

All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose.

**THE CONTRACT**  
**Part C4: Site Information**

174

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

In addition to survey equipment provided by the Contractor for the exclusive use of the Engineer and his staff, the Contractor shall make available for use by the Engineer, the further survey equipment listed as agreed with the RE at all times when such is reasonably required by the Engineer and his staff for the purposes of the Contract."

**PSAB 5**            **CONSTRUCTION**

*ADD THE FOLLOWING SUBCLAUSE*

**"PSAB 5.6**            **SURVEY EQUIPMENT**

All survey equipment provided by the Contractor shall be always kept fully serviceable by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall, at his own cost, promptly arrange for the recalibration of survey equipment provided."

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### PSC: SITE CLEARANCE

(Applicable to SANS 1200 C)

#### PSC 3 MATERIALS

##### PSC 3.1 DISPOSAL OF MATERIAL

*ADD THE FOLLOWING:*

"The Contractor shall obtain his own licensed dumping sites for the disposal of material and all transport costs shall be included in the rates for earthworks and site clearance, including the items listed under SANS 1200D, DB and LB."

#### PSC 5 CONSTRUCTION

##### PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

*ADD THE FOLLOWING:*

"The Engineer shall clearly indicate on site or on drawings which area has to be cleared, which existing structures are to be demolished and the rubble removed, and which existing pipelines are to be protected."

##### PSC 5.2 CUTTING OF TREES

###### PSC 5.2.3 Preservation of trees

###### PSC 5.2.3.2 Individual trees

*REPLACE THE LAST SENTENCE WITH THE FOLLOWING:*

"An amount of R 1000.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

##### PSC 5.5 RECLEARING OF VEGETATION

*ADD THE FOLLOWING:*

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

#### PSC 8 MEASUREMENT AND PAYMENT

##### THE CONTRACT

176

##### Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSC 8.2 PAYMENT**

**PSC 8.2.8 Demolish and removal of existing structures**

This shall be scheduled in the Schedule of Quantities as separate items.

*ADD THE FOLLOWING:*

**"PSC 8.2.11 Take down and re-erect existing fences Unit: m**

The rate shall cover the cost of taking down the fence referred to , stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its revised position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

**PSC 8.2.12 Moving and stacking of existing pipes and equipment Unit: Sum**

Where appropriate pipes and other equipment as listed must be loaded (without damaging the material) and stacked at approved locations (by the Engineer). The stacking of the pipes and storing of equipment must be done according to the manufacturer’s requirements or as per the method statement provided by the contractor and approved by the engineer. The stacking area must be prepared by clearing of vegetation and compaction of the in-situ material (to 90% Mod AASHTO density).

The rate shall cover the cost of loading, transporting and stacking of the materials, preparation of the stacking area and fencing of the stacking area as well as adherence to the Health and Safety specifications.”

**THE CONTRACT  
Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### PSD: EARTHWORKS

(Applicable to SANS 1200 D)

### PSD 3 MATERIALS

#### PSD 3.1 **Classification for Excavation Purposes**

##### PSD 3.1.1 Method of Classifying

After the first paragraph add:

Inspection of the material for any classification other than soft excavation shall be undertaken by the Engineer prior to any excavation. Levels of the occurrence of intermediate and hard rock excavation shall be measured and agreed, recorded and signed by both the Engineer and the Contractor before commencement of intermediate or hard rock excavation.

##### PSD 3.1.2 Classes of Excavation

Add the following:

Notwithstanding the provisions of this sub-clause of anything to the contrary in these Specifications or the Schedule of Quantities, Boulder Excavation Class A and Class B shall be classified as Intermediate Material, with the proviso that boulders requiring drilling and blasting in order to be removed or loaded as specified in Sub-Clauses 3.1.2(a)(1) and (2) will be measured separately as Hard Rock Excavation.

#### PSD 3.2 **CLASSIFICATION FOR PLACING PURPOSES**

##### PSD 3.2.2 **Material Suitable for Replacing Over break in Excavations for Foundations.**

*ADD THE FOLLOWING:*

"Where over break occurs under foundations or other elements placed on the ground it shall be replaced with mass concrete class 15 MPa/19mm. Replacing over break will be done at the Contractor's expense."

##### PSD 3.3.2 **Backfilling and Embankments**

Delete this sub-clause and replace with the following:

"Sufficient material arising from excavations for structures, terraces, foundations etc. and which is suitable for backfilling round and beneath structures, footings etc., embankments and the like, shall be stockpiled in the vicinity of its destination or point of use. The Contractor shall ensure that the site(s) selected for such stockpiling are well clear of all works to be constructed and that such siting will not hamper construction activities.

### THE CONTRACT Part C4: Site Information

178

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

All surplus material suitable for backfilling and embankments and all material which the Engineer considers to be unsuitable for backfilling and embankments shall be disposed of as directed by the engineer.

Tenderers shall therefore allow in their prices for all temporary stockpiling and double handling arising from this requirement.

The Contractor shall be entirely responsible for deciding whether or not excavated material suitable for backfilling is surplus to that required for the full construction and reinstatement of the Works. Should it become necessary to reclaim material previously disposed of or to import additional material from spoil dumps as a result of the Contractor's failure to comply with the above requirement for any reason whatever, then the Contractor shall bear all additional costs connected with such reclamation and/or importation.

**PSD 4            PLANT**

**PSD 4.4        DETECTORS**

*REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:*

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub-clause 5.4 of SANS 1200 A and sub-clause 5.1.2 of SANS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

**PSD 5            CONSTRUCTION**

**PSD 5.1        PRECAUTIONS**

**PSD 5.1.1      Safety**

**PSD 5.1.1.1   Barricading and lighting**

*REPLACE:*

"Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Mine Health and Safety Act, 1993 (Act No 29 of 1996) as amended".

Delete the Sub-Clause and substitute:

Without diminishing any obligation which the Contractor may have in terms of any Act, Ordinance or other legislation, the Contractor shall ensure that all excavations which are accessible to the public or which are adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered are protected as set out in Clause 13 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 and that watchmen are employed to ensure that barricades, barriers and lights are effective at all times.

**THE CONTRACT**  
**Part C4: Site Information**

179

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

Trench excavations shall be protected by means of at least three horizontal strands of 2,50 mm diameter galvanised wire. Double sided "red/white" chevron tapes shall be tied to the wires in a zigzag vertical pattern at maximum spacing of 1 m. The wires shall be stretched tightly between supports along both sides and ends of the excavation. The supports shall consist of poles or iron standards securely planted in solid ground at not more than 5 m centres to enclose the spoil and the excavations.

Bridges for vehicles and / or pedestrians shall be provided along the route of the work as and where may be considered necessary by the Engineer. They shall consist of a number of suitably sized steel plates laid across open excavated trenches. They shall be protected on each side by a stout two rail timber fence, at least 1 m high, consisting of 150 mm x 75 mm timber verticals set firmly into the ground, with 75 mm x 50 mm rails securely fastened to them. At least 4 lamps or reflective markers must be provided at each crossing.

Where construction is in, or across, public roads the barricades or barriers and temporary road signs shall be erected to comply with the requirements set out in Road Note 13 read in conjunction with the SA Road Traffic Signs Manual.

**PSD 5.1.1.2 Safeguarding of excavations**

*REPLACE:*

"Machinery and Occupational Safety Act" WITH " Mine Health and Safety Act, 1993 (Act No 29 of 1996) as amended)".

Delete the first three lines and substitute the following:

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the "employer" and "a person who is competent to pronounce on the safety" of all bracing and shoring as set out in Regulation 13 (Demolition and Excavation) of the General Safety Regulations of the Occupational Health and Safety Act, No 85 of 1993.

**PSD 5.1.2 Existing services**

**PSD 5.1.2.2 Detection, location and exposure**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:*

"The exposure by the Contractor of underground services, as required in terms of sub-clause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

**THE CONTRACT**  
**Part C4: Site Information**

180

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- (a) In roadways: 93% Mod AASHTO density; and
- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services must be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub-clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub-clause PSD 8.3.8.1 c.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub-clause 8.3.6.1 of SANS 1200 DB (as amended)."

### PSD 5.1.2.3 Protection of cables

*REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:*

### PSD 5.1.2.3 Protection of cables during construction

Further to the requirements of sub-clause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation near known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring.

### PSD 5.1.3 Storm water and groundwater

The second paragraph of sub-clause 5.1.3 shall be deleted and replaced with the following:

"The Contractor shall take every precaution to prevent water from any source entering excavations. The Engineer may order additional precautions to be taken where he is not satisfied with the Contractor's arrangements. Any water, including seepage, entering excavations shall be removed immediately by the Contractor".

Where the bottoms or sides of excavations in which bases are to be cast deteriorates or are softened on account of negligence on the part of the Contractor in allowing storm or other water to enter the excavations, the softened material shall be removed and replaced with foundation fill as described in Sub-clause PSD 5.2.2.1 as directed by the Engineer, at the Contractor's expense.

## PSD 5.2 METHODS AND PROCEDURES

### THE CONTRACT Part C4: Site Information

181

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSD 5.2.2      Excavation**

**PSD 5.2.2.1    Excavation for general earthworks and for structures**

*REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:*

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density. This will be done at the expense of the Contractor.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

**PSD 5.2.5      Transport for Earthworks**

**PSD 5.2.5.1    Free haul**

*DELETE THE CONTENTS OF THIS CLAUSE AND REPLACE IT WITH THE FOLLOWING:*

"The free haul distance for the project is 2km."

**PSD 8          MEASUREMENT AND PAYMENT**

**PSD 8.3        SCHEDULED ITEMS**

**PSD 8.3.8      Existing Services**

**PSD 8.3.8.1    Location**

*REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:*

"8.3.8.1 Hand excavation for locating and exposing existing services:      **Unit: m<sup>3</sup>**

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

**THE CONTRACT**  
**Part C4: Site Information**

182

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

### **APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of sub-clause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas shall be to 93% of the modified AASHTO density.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations."

#### **THE CONTRACT Part C4: Site Information**

183

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### PSDB: EARTHWORKS (PIPE TRENCHES)

(Applicable to SANS 1200 DB)

#### PSDB 3 MATERIALS

PSDB 3.7 Selection

*REPLACE THE WORDS*

"if he so wishes"

*IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS*

"at his own cost".

#### PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.2 Storm water, Seepage and Dewatering of Excavations

PSDB 5.1.2.2 Special Water Hazards

Add the following:

No specific items will be scheduled for special water hazards; the Contractor shall include for dealing with all water in his tendered rates for earthworks. Refer Clause PSA 5.5 of the Project Specifications.

PSDB 5.1.2.3 Sloping Ground

Delete the Sub-Clause and substitute:

The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the provision of all soil erosion preventative measures necessary to protect the trenches, pipeline(s) and land used by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc., resulting from the construction of the Works.

Cross embankments, generally extending across the full width of the working strip, consisting of low earth mounds shaped to rounded form and so oriented as to have a fall of 1% along their length, shall be constructed with compacted material having a minimum density of 90% modified AASHTO density and minimum dimensions and maximum spacings dependent on the slope of the ground along the length of the pipeline, as indicated in the following table:

### THE CONTRACT Part C4: Site Information

184

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

Slope of Ground	of	Minimum Height	Minimum Base Width	Maximum Spacing
0% - 2%		No cross-embankments required		
2% - 5%		300 mm	1,2 m	55 m
5% - 10%		300 mm	1,2 m	40 m
10% - 15%		375 mm	1,5 m	30 m
Greater than 15%	than	450 mm	1,7 m	20 m

The top width of all cross-embankments shall be at least 300 mm.

The height of the cross-embankments for a distance of 1 metre on either side of the trench centreline shall be raised 150 mm above the remainder of the cross-embankment to allow for settlement. To form a satisfactory drainage channel upstream of each cross-embankment (at a slope of 1%) the crown over the backfilled trench shall be removed for 0,5 m upstream of the cross-embankment.

Cross-embankments shall be constructed to the same minimum standards and dimensions indicated above wherever artificial slopes have been formed on the working strip or other areas used during construction and, with the approval of the Engineer, are permitted to be so left.

Payment will be made for the construction of cross-embankments in accordance with Sub-Clause 8.3.4(c), provided construction thereof has been either ordered or approved by the Engineer prior to the commencement of such construction.

**PSDB 5.1.2.4 Cross Walls in Trenches**

Add new Sub-Clause:

The Engineer may order the Contractor to construct cross walls in trenches to minimise the danger of flooding. Such cross walls shall be constructed to details given by the Engineer. Measurement and payment for construction of cross walls ordered will be on a rate basis where so scheduled or alternatively on a day work basis.

*ADD THE FOLLOWING NEW SUBCLAUSES TO SUBCLAUSE 5.1:*

**PSDB-5.1.5 Removal of existing pipelines**

Where existing pipes must be removed, they shall be carefully opened by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with sub-clause 8.2.3.

**THE CONTRACT**  
**Part C4: Site Information**

185

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The pipes shall be removed from the trench in a manner approved by the Engineer and brought to the surface for inspection by the Engineer.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner described in the specifications, or on the Drawings or on the Engineer's instructions, as relevant."

**PSDB 5.1.6      Maximum length of open trench**

The Contractor shall plan his operations in such a manner that the length of trench excavation remaining open shall be restricted to the absolute minimum. No excavation for pipework may be commenced until the pipes to be installed are on site, and the excavations shall be backfilled within the same work day of the pipes being installed. Unless otherwise permitted by the Engineer in writing the total length of open trench shall not exceed eighty (80) metres.

Regardless of any approval or permission granted by the Engineer, the Contractor shall comply with any restrictions on length of trench contained in his insurance policy. All manholes, catch pits, kerb inlets, etc., shall be completed and backfilled at the same time as the installation of the pipes."

**PSDB 5.5      TRENCH BOTTOM**

*EXTEND THE SUB-CLAUSE TO INCLUDE THE FOLLOWING:*

- "(a) On completion of excavation, before the bottom is trimmed or bedding is placed, the bottom of the trench in suitable material shall be so compacted that the density of the upper 100mm thick layer of material is 90% of modified AASHTO density.
- (b) Should the nature of the material be such that the specified density cannot be achieved the bottom of the trench shall be over-excavated, the bottom of the over-excavation compacted, and the excavated material replaced and compacted; the depths of over-excavation, which shall be agreed with the Engineer, shall be such that the specified density is attained at the bottom of the trench.
- (c) Where, in the opinion of the Engineer, the trench bottom is unacceptably wet or unstable due to the presence of ground water (but not due to negligence on the part of the Contractor) the Engineer will order the Contractor to over-excavate the trench and refill with 19mm stone complying with the relevant requirements of SANS 1083."

**PSDB 5.6      BACKFILLING**

**PSDB 5.6.3      Disposal of soft excavated material**

Surplus and unsuitable material shall be disposed of in designated spoil areas or utilised as fill, as directed by the Engineer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSDB 5.6.8**      **Transport for earthworks for pipe trenches.**

*REPLACE THE CLAUSE WITH THE FOLLOWING:*

“All material obtained from the trench, from the site or from the borrow pits for use as backfill or bedding, will be considered to be transported within the free haul distances, irrespective of the distance hauled, as well as any spoil of hard material to an approved spoil site.

**PSDB 8**            **MEASUREMENT AND PAYMENT**

**PSDB 8.3**         **SCHEDULED ITEMS**

**PSDB-8.3.2**      **Excavate in all materials for trenches, backfill, compact and dispose of surplus material (Clause 8.3.2(a))**

*ADD THE FOLLOWING CLAUSES:*

The attention of the Tenderer is drawn to clauses 5.2, 8.1 and 8.2 of SANS 1200DB in relation to the basic principles of quantity calculation and measurement and payment for excavation, backfilling and compaction in the pipe trenches.

The unit of measurement shall be the volume (m<sup>3</sup>) of material excavated, backfilled and compacted (inclusive of surplus disposal), measured on the neat lines of the drawings, as specified in SANS 1200DB clauses 5.2, 8.1 and 8.2.

The rate for this item shall include all costs for lateral support. Lateral support will not be measured and paid separately for this Contract. The Tendered rate shall make allowances for any deviation in the total volume of excavated and compacted material resulting from the trench profile produced using the Tenderer's proposed method of construction, as compared to that illustrated on the drawings.

**PSDB 8.3.3**      **Excavation ancillaries**

*ADD THE FOLLOWING SUBCLAUSE:*

**“PSDB 8.3.3.5**      **Backfill of Existing Trenches**

Backfill of Existing Trenches

**Unit: m<sup>3</sup>**

The existing trenches along the pipe route must be backfilled with the excavated material located alongside these trenches to 93% Mod AASHTO Density. The rate shall include for clearing foreign material (rubbish) from the stockpiled material, cleaning of the existing trenches, placing and compaction of the material in 150mm layer in the trenches.”

**THE CONTRACT**  
**Part C4: Site Information**

187

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**PSDB 8.3.4 Particular Items**

**PSDB 8.3.4.a Shore trench opposite structure or service**

*ADD THE FOLLOWING:*

“It will be the Contractor’s responsibility to ensure the safety and stability of the trenches. Payment for shoring on the rest of the pipeline, should it be necessary, shall be deemed to be included in the rates tendered for trench excavation.”

**THE CONTRACT  
Part C4: Site Information**

188

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSDM :** EARTHWORKS (ROADS, SUBGRADE)  
(Applicable to SANS 1200 DM)

**PSDM 3 MATERIALS**

**PSDM 3.2 Classification for Placing Purposes**

**PSDM 3.2.3 Selected Layer**

Add the following to paragraph (d): "or 3 x GM + 10 as approved.:

**PSDM 8.3.4 Cut to Fill, Borrow to Fill**

**Unit: m<sup>3</sup>**

Substitute "90 % "in DB 8.3.4 with "90 % "(100% for sand)" and "road prism" with "road prism and borrow pits".

Add the following:

Separate items will be scheduled for fill in the road prism, fill on spoil areas and fill on site (where a minimum density for such spoil material is required by the Engineer) and fill from the road prism, fill from the site and fill from commercial sources.

The rate for fill from commercial sources shall, in addition to the requirements of DM 8.3.4, cover the cost of the location of the source, complying with all the applicable precaution as set out in DM5.1, obtaining the material, selection and transport from the source to the point on the road where it is to be used.

(for hand excavation see SANS 1200D)

**PSDM 8.3.5 SELECTED LAYER COMPACTED TO 93% OF MOD AASHTO MAXIMUM DENSITY**

**Unit: m<sup>3</sup>**

Substitute "93 % MOD AASHTO density" in the heading of DM 8.3.5 with "% MOD AASHTO density as separately scheduled and specified"

Add the following:

Separate items will be scheduled for lower and upper selected layers as well as for material from the site of works and form commercial sources. The rate for selected layers from commercial sources shall, in addition to the provisions of DM 8.3.5, allow for locating the source, complying with all the applicable precautions as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is going to be used. No payment shall be made for the removal and replacement of unsuitable imported material.

**THE CONTRACT  
Part C4: Site Information**

189

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### PSG: CONCRETE (STRUCTURAL)

(Applicable to SANS 1200 G)

#### PSG 2 EXPLANATION OF TERMS

##### PSG 2.4.3 Joints

Delete the fourth sentence and substitute:

The Engineer may order further joints prior to the commencement of casting the relevant concrete wherein they are to be situated. Such joints will become "designated joints" and will be paid for in terms of Sub-Clause 8.5, or as may be otherwise agreed. However, should the Contractor require further joints to suit his own purposes he shall first obtain the approval of the Engineer. Such further joints may then be constructed but these will neither be "designated joints" nor will they be paid for.

#### PSG 3 MATERIALS

##### PSG 3.2 CEMENT

*ADD THE FOLLOWING:*

"Where reference is made in this specification or the standard specifications to the cement specifications, e.g., SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification: SANS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

##### PSG 3.2.2 Alternative types of cement

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Only CEM I 42,5 (Portland cement) or CEM III/A-V 42,5 (Portland fly ash cement) according to (SANS 50197-1), may be used. The cement may not consist of more than 20% siliceous fly ash blended with the OPC (Ordinary Portland Cement). Should the Contractor wish to use any other type of cement, he shall obtain the Engineer's prior written approval."

##### PSG 3.2.3 Storage of cement

*ADD THE FOLLOWING:*

"Cement shall not be stored for longer than 12 weeks without the Engineer's permission."

#### THE CONTRACT Part C4: Site Information

190

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSG 3.4 AGGREGATES**

**PSG 3.4.3 Storage of aggregates**

*ADD THE FOLLOWING:*

"When aggregates of different chloride content are stored on the site, their use in the various classes of concrete shall be strictly controlled."

*ADD THE FOLLOWING SUB-SUBCLAUSE:*

**PSG 3.4.4 Aggregate of dolomitic origin**

"Aggregates for structural concrete shall be of dolomitic origin. The quantity of insoluble matter in respect of concrete made with aggregates of dolomitic origin, determined according to the method described in SANS 677, Appendix C, shall not be more than 15%"

**PSG-3.5.1 Approval of admixtures required**

No admixtures or aeration agents may be used without the prior written approval of the Engineer. Admixtures which have a retarding effect on the rate of hydration of the cement may not be used when the concrete temperature is below 20°C. A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42.5R or 42.5 are between 20 to 30 °C or where the ambient temperature is between 20 to 30 °C."

**PSG 4 PLANT**

**PSG 4.5 FORMWORK**

**PSG 4.5.1 Design**

*ADD THE FOLLOWING:*

"All formwork or scaffolding required for any part of the Works shall be designed by the Contractor, and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Engineer for approval. The Engineer has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact that the Engineer has approved or altered any part of the formwork or scaffolding shall not be construed as relieving the Contractor of his responsibility with regard to the strength and stability of the formwork or scaffolding."

**PSG 4.5.2 Finish**

*CHANGE THIS SUB-CLAUSE AS FOLLOWS:*

**THE CONTRACT  
Part C4: Site Information**

191

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

The quality of finish on the final concrete surfaces shall be as follows:

- (a) All visible concrete and up to 150 mm beneath ground level:.....Smooth
- (b) All concrete covered by soil:.....Rough

**PSG 4.5.3 Ties**

*ADD THE FOLLOWING:*

"No plugs, bolts, ties or clamps of any description used to hold the formwork will be allowed to project into or through the concrete unless expressly approved by the Engineer.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie-rods shall have less than 50 mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall be soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items.

On no account shall formwork be secured to reinforcing bars."

**PSG 5 CONSTRUCTION**

**PSG 5.1 REINFORCEMENT**

**PSG 5.1.2 Fixing**

*ADD THE FOLLOWING:*

"The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Should the reinforcement be supported by the joint filler, the filler shall be covered with a hard surface on the side to be concreted. The hard surface shall be sufficiently resilient to ensure that the joint and surfaces will be without defects.

Welding of reinforcing steel will not be permitted."

**THE CONTRACT  
Part C4: Site Information**

192

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Fixing blocks for the attachment of fixtures may be embedded in concrete provided that the strength or any other desirable feature (such as appearance of the member) is not, in the opinion of the Engineer, impaired thereby.

Where mortar blocks are used, they shall be properly shaped so as not to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed and they shall be cured in water for at least 7 days. The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300 kg/m<sup>3</sup> and which are free from honeycombing. Mortar blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Engineer, shall be rejected and shall be removed from the Site.

#### PSG 5.1.3 Cover

ADD THE FOLLOWING:

"The distance between pipes in the concrete and the reinforcing steel shall nowhere be less than

- (a) 50 mm

#### PSG 5.2 FORMWORK

##### PSG 5.2.1 Classification of finishes

- (c) Special

ADD THE FOLLOWING:

"This finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired, and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Engineer, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least one hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder."

#### THE CONTRACT Part C4: Site Information

193

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

All internal and external corners in concrete works shall have 20 x 20mm fillets and chamfers unless shown otherwise on the drawings. The unit rate bided for formwork shall cover the cost of forming these chamfers and fillets.

**PSG 5.2.2      Preparation for formwork**

*ADD THE FOLLOWING:*

"Construction joints shall be positioned as shown on the Drawings."

**PSG 5.2.5      Removal of formwork**

*ADD THE FOLLOWING SUBCLAUSE:*

**"PSG 5.2.5.6**      The Contractor shall make provision for the continued support of beams and slabs while the formwork is being removed and/or for back propping of beams and slabs."

**PSG 5.3          HOLES, CHASES AND FIXING BLOCKS**

*ADD THE FOLLOWING:*

"Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristic (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.

The holes or cavities left by ferrule heads in the concrete shall be filled with an approved non-shrink grout applied strictly in accordance with the manufacturer's specifications."

**PSG 5.4          PIPES AND CONDUITS**

*ADD THE FOLLOWING:*

Openings for pipes shall be left in concrete members when so directed by the Engineer or when shown on the Drawings. Pipes shall be installed in such openings according to the details shown on the Drawings.

If water tightness is a requirement where pipes are cast into walls, floors and slabs, the Contractor shall ensure water tightness where smooth-surfaced pipes are used by using an approved method such as tape wrapping the pipes prior to casting in. The cost of such method will be deemed to be included in the rates."

**PSG 5.5          CONCRETE**

**PSG 5.5.1        Quality**

**PSG 5.5.1.5     Durability**

**THE CONTRACT**  
**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The exposure conditions of the concrete are classified as "moderate - severe".

**PSG 5.5.1.7      Strength concrete**

"The concrete mixes shall be designed by the Portland Cement Institute or a similar approved laboratory.

Unless otherwise specified on the drawings or in the Schedule, all structural concrete shall have a strength of 30 Mpa.

The concrete to be used on this contract shall be as follows:

- a)      For water retaining structures, 35/19 MPa with a minimum cement content of 360kg/m<sup>3</sup> and a maximum of 400kg/m<sup>3</sup>.
- b)      For structures not in contact with water, 30/19 MPa concrete with a maximum cement content of 400kg/m<sup>3</sup>.
- c)      For anchor blocks, benching and mass concrete, 15/19 MPa concrete.
- d)      For no-fines concrete 15/19 Mpa concrete.

The successful Bidder will be required to submit samples of the fine coarse aggregate which he proposes using, to the Portland Cement institute (or equivalent approved laboratory) for tests regarding the suitability of such aggregates. The institutes shall prepare trial mixes of the two stronger grades of concrete required for the contract to establish acceptable design mixes.

These mixes shall be designed for vibration. All data reports prepared by the institute shall be submitted to the engineer for information and approval.

*ADDITIONAL CLAUSE AFTER 5.5.1.7*

**Bleeding**

The concrete shall be proportioned with suitable materials so that total bleeding does not exceed 0,3mm/cm<sup>2</sup> as measured by ASTM C232-92."

**PSG 5.5.3      Mixing**

**PSG 5.5.3.2      Ready-mixed concrete**

*ADD THE FOLLOWING:*

"Ready-mixed concrete may be used on the Site. The Contractor shall take samples for testing from every load delivered to the Site."

**THE CONTRACT**  
**Part C4: Site Information**

195

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSG 5.5.5      Placing**

*ADD THE FOLLOWING:*

"Concreting of the wall between horizontal construction joints shall be carried out in both directions from a point on the wall in order to close the gap with fresh concrete."

Add new Sub-Clause:

In the case of continuous walls, these are to be cast in lifts of such height that each lift can be poured uninterruptedly in one continuous operation over the entire perimeter of the wall. No vertical or inclined construction joints of any kind will be permitted in continuous walls unless they have been specifically ordered or authorised by the Engineer. The placing of concrete shall commence at a convenient point on the perimeter of the wall and shall proceed both ways simultaneously so that fresh concrete meets fresh concrete. The Contractor may be required to work shifts to make the operation continuous.

**PSG-5.5.6      Compaction**

*CHANGE THIS SUB-CLAUSE AS FOLLOWS:*

**PSG-5.5.6.3**      Only mechanical vibrations will be allowed for compaction unless the Engineer approves in writing any other method."

**PSG 5.5.7      Construction joints General**

*ADD THE FOLLOWING:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the Engineer.

Joints between tank bottoms, floors or wall bases and the walls and columns standing on them, shall not be made flush with the supporting surface, but shall be made in the wall or the column 140mm above the base. The 140mm high "riser" shall be cast as an integral part of the bottom, floor, or base, i.e., the concrete in the riser shall be deposited at the same time as the concrete in the bottom, floor or base adjacent to it.

In cases where there is a fillet at the bottom of the wall or column, the construction joint shall be made 140mm above the fillet.

The Contractor should note that the details of the undesignated joints shall be identical to the designated joints shown on the drawings where the joint is in a similar situation and performs the same duty.

The Contractor shall further note that the position and the type (where no identical designated joints exist) of undesignated joints shall be subject to the Engineer's approval.

**THE CONTRACT**  
**Part C4: Site Information**

196

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

All joints other than expansion, contraction, or other movement joints, shall be treated as follows:

As soon as practical, but not before 15 hours after placing, the joint surface shall be prepared to receive fresh concrete.

This preparation, as specified in Sub-clause 5.5.7.3 (a) to (d) shall be such as to remove all laitance or inert and strengthless material which may have formed and the specified shipping and sand blasting shall be such as to produce a roughened surface all over.

Concrete surfaces, where concreting is interrupted, shall be protected from the sun as specified in Sub-clause 5.5.8 (d)."

**PSG 5.5.7.3 Construction joints**

No vertical construction joints other than those shown on the Drawings may be formed. Horizontal construction joints shall also be as per the Drawings.

All construction joints shall be as indicated on the Detail Drawings and be treated with a wet-to-dry epoxy resin concrete adhesive as approved by the Engineer.

During construction, all waterstops are to be properly cleaned before casting into concrete. Shuttering to be so manufactured to keep and support waterstops in their correct and final positions.

No nails are to be utilized and no holes are to be made through waterstops in supporting them. When concrete is placed adjacent to waterstops, care must be taken not to disturb the position of the waterstops.

Waterstops are to be provided in as long lengths as possible to minimize joints. All laps to be strictly to the manufacturer's requirements.

**PSG 5.5.8 Curing and protection**

*ADD THE FOLLOWING TO SUB CLAUSE (e):*

"Only water-based curing compounds shall be allowed. Concrete will not be paid for unless properly cured and proof of curing is continuously visible on site."

*ADD THE FOLLOWING NEW SUB CLAUSE (f):*

"Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in clause 5.5.8 but in no instance shall it be less than 7 days. The materials used for formwork shall consider properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the Engineer.

**THE CONTRACT**  
**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish e.g. top of deck slab, then the surface must be protected immediately by appropriate methods approved by the Engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete."

**PSG-5.5.9 Adverse weather conditions**

*ADD A NEW SUB CLAUSE 5.5.9.4:*

"The temperature of concrete delivered to site shall be within the range 10° C to 30° C. Concrete which has a temperature outside of this range shall not be placed in the structure.

The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2 hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding."

**PSG 5.5.9.2 Hot Weather Concreting**

Delete the first two sentences and substitute:

When concreting operations are being carried out at ambient temperatures in excess of 32°C, the Contractor shall apply the relevant recommendations for hot weather concreting set out in American Concrete Institute publication ACI 305R-77 "Recommended practice for hot weather concreting".

**PSG 5.5.10.1 Concrete surfaces screeds**

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tamped with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after the interfering aggregate has been removed or tamped.

**PSG 5.5.10.2 Concrete surfaces finishes**

Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in sub-clause 5.5.10.1 of SANS 1200 G and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated, either by hand or

**THE CONTRACT**  
**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

machine, only sufficiently to produce a uniform surface free from screed marks. NOTE: A degree of Accuracy II is required for wood-floated surfaces.

Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in wood-floated finish except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

The surface of tank bottoms, floors and roof slabs, etc. shall be given a steel float finish in accordance with Sub-clause 5.5.10, to Degree II accuracy.

*ADD THE FOLLOWING SUBCLAUSES:*

**PSG 5.5.12 Concrete in Wet Ground**

Delete the Sub-Clause and substitute:

The Contractor shall be fully responsible for keeping excavation free from water whilst construction work is being carried out. The methods by which he proposes to achieve this shall be approved by the Engineer before being implemented. The cost of dewatering shall be included in the tendered rates for the construction work and no separate payment shall be made for such dewatering throughout the construction period.

**PSG 5.5.13.4 Epoxy Grout (Epoxy mortar type only)**

Add new Sub-Clause:

The manufacturer's instructions shall be observed when an epoxy grout is used.

**PSG 5.5.16 Applied loads**

"No crushed-stone covering, or any other loads shall be placed on roofs and / or slabs of structures where shown on drawings before the concrete has attained its design strength, unless approved supports are provided."

**PSG 5.5.17 Pipes and conduits**

Openings for pipes shall be left in the concrete members when so directed by the Engineer or when shown on the Drawings. Pipes shall be installed in such openings according to the details shown on the Drawings. The cost of such method will be deemed to be included in the rates tendered for.

The clear space between pipes of any kind embedded in reinforcement concrete and reinforcement shall not at any point be less than:

**THE CONTRACT**  
**Part C4: Site Information**

199

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- a) 40mm, or
- b) 5mm plus the maximum size of coarse aggregate, whichever is the greater.

Pipes and specials to be set in concrete as shown on the drawings and listed in the Schedule of Quantities shall have all surfaces in contact with the concrete freed from all coatings and thoroughly scraped and cleaned. The pipes shall be sitting firmly in position on line and level and have formwork fixed around them.

Where the pipe or special is supplied by others, the Contractor shall provide a box-out in the wall and cast the unit in at a later stage. When constructing such as box-outs, reinforcement shall not be cut, but shall run through the opening. Reinforcement shall be cut and/or bent out at a later stage to suite the items being cast in. After installation of the item the remaining reinforcement shall be bent back in position.

Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the concreting in of such pipes/specials regardless of whether or not these have been supplied by him.

Before commencing with the positioning in holes of any pipes/specials, the Civil Contractor shall:

- a) Remove all formwork and boxing remaining in the holes;
- b) Make any alterations required to the position and shape of the holes and cut reinforcement to suit the item, as directed by the Engineer; and
- c) Thoroughly scabble and cement slush the sides of the holes to obtain a satisfactory bond surface for the new concrete and treat the surface as specified in Sub-clause 5.5.7.

Immediately prior to concreting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed, and the surface covered with a layer, approximately 12mm thick, of mortar made of the same mix as the concrete in which the pipe/specials are to be placed.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. The concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate a falling away from pipe/special surfaces of the concrete already placed.

The whole shall, when set, form a dense, homogeneous and waterproof mass.

**PSG 5.5.18 Fixing of equipment**

- a) The Contractor will be responsible for the forming of pockets and grouting in of holding down bolts for equipment supplied under a separate contract. Holding down bolts will be supplied and positioned in the pockets by a Mechanical Contractor, unless otherwise specified by the Engineer.

**THE CONTRACT**  
**Part C4: Site Information**

200

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- b) Upon completion of the positioning and alignment of equipment, the Contractor shall, in collaboration with the other Contractor, grout up pockets and base plates (subject to (c) below) necessary for the permanent installation of the equipment.
- c) Only after the Engineer is satisfied with the alignment and the level of each item of plant, shall the Contractor grout up the base plate with an approved non-shrink grout.

**PSG 5.5.19 Soilcrete**

Where Soilcrete is specified for filling under floor slabs, the Soilcrete shall comply with the requirements of sub clause 3.5(d) of section 1200 DB as amended and shall be placed as specified in the sub clause.

**PSG-5.5.20 Plasterwork**

Plasterwork shall consist of a single coat, comprising one application of a 1:6 cement: sand mixture with a wood float finish. The thickness of the plaster shall be between 13 and 20 mm. All plaster shall be finished smooth, shall be plumb and corners shall be rounded and square.”

**PSG-5.5.21 Grouting of machine and structural base plates**

**PSG 5.5.21.1 Formwork**

Formwork for grouting shall comply with the applicable requirements of Sub-clause 5.2. Forms shall be caulked where necessary.

Adequate clearance between forms and bedplates shall be provided to enable the grout to be worked into place.

**PSG 5.5.21.2 Mixing (all free-flowing grouts except epoxy grouts)**

The grout shall be mixed to a homogenous uniform mixture and delivered ready for placing at a temperature between 15 °C and 25 °C.

The materials and water shall be mixed in a mortar mixer for at least three minutes or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of its components.

The mixing shall be done as close as possible to the place(s) where the grout is placed. No more grout shall be mixed at any one time that can be placed in a period of 20 minutes. After the grout has been mixed, it shall not be re-tempered by the addition of water.

**PSG 5.5.21.3 Grouting (all free-flowing grouts except epoxy grouts)**

The grout shall be placed quickly and continuously to avoid the undesirable effects of over-working. (These effects are segregation, bleeding and breaking down of initial set.) The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely

**THE CONTRACT**  
**Part C4: Site Information**

201

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

fill the space to be grouted, will be thoroughly compacted, will be free of air pockets and will be evenly distributed under the item to be supported.

Wherever practicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any trapped air is released.

After the grout has taken its initial set,

- (a) The forms shall be removed.
- (b) Excess grout shall be so cut away as to leave a smooth and neatly finished job.
- (c) Except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45° to the vertical, from the bottom edge of the bedplate; and
- (d) All access grout on or about the bedplates shall be removed.

Damage to paintwork, if any, shall be repaired within 24 hours.

Packing plates, shims and other levelling devices, shall remain in position.

**PSG .5.5.21.4 Dry-packed grout** (standard dry sand and cement grout)

Dry-packed grout shall have a minimum compressive strength at 28 days of 20MPa. The quantity of water added after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportions by mass shall be as follows:

- a) Where the clearance between bedplate and foundation is 25 mm or less: 1 part of Portland cement and 2 parts of sand; and
- b) Where the clearance exceeds 25 mm: 1 part of Portland cement, 1 part of sand and 1 part of pea gravel.

Dry-packed grout shall be rammed by means of tamping rods against formwork placed along three sides of the bedplate.

**PSG 5.5.21.5 Non-shrink grout with metallic aggregate**

The manufacturer's instructions shall be observed when non-shrink grout with metallic aggregate is used.

Where the clearance between the bedplate and the foundation is less than 50mm, a sand-based mix shall be used. Where the clearance exceeds 50mm, the Engineer may order a mix with a base of sand, plus pea gravel to be used.

**PSG 5.5.21.6 Expanding grout with powdered aluminium additive**

**THE CONTRACT**  
**Part C4: Site Information**

202

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

The manufacturer's instructions shall be observed when an expanding grout with powdered aluminium additive is used.

Where the clearance between the bedplate and the foundation is less than 25mm, a sand-based mix shall be used.

Where the clearance exceeds 25mm, the Engineer may order a mix with a base of sand plus pea gravel to be used.

Each batch shall be mixed for at least 6 minutes after the powdered aluminium has been added. Where a ready-mixed grout is used, the powdered aluminium shall be added at the placing site and the batch mixed as specified in PSG 3.13.2. Grout shall be placed within 45 minutes after the addition of the powdered aluminium.

The Contractor shall not use powdered aluminium additive when the ambient temperature is below 5°C.

**PSG 5.5.21.7 Epoxy grout (epoxy mortar type only)**

The manufacturer's instructions shall be observed when and epoxy grout is used.

**PSG 6 TOLERANCES**

**PSG 6.2 PERMISSIBLE DEVIATIONS**

**PSG 6.2.3 Specified permissible deviations**

*ADD THE FOLLOWING:*

"Degree-of-accuracy II is applicable.

Every specified permissible deviation is binding in itself. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations."

*REPLACE SUBCLAUSE 6.2.3(D)(5) WITH THE FOLLOWING:*

	Permissible deviation		
	Degree of accuracy		
	III	II	I
	mm	mm	mm
"Vertically, per metre of height	5	3	2

**THE CONTRACT  
Part C4: Site Information**

203

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

subject to a maximum of	50	30	10
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Add the following to the Sub-Clause:

The following permissible deviations and degrees of accuracy shall apply unless otherwise specified or shown on the drawings.

**ACCURACY III**

- i) Buried foundations of buildings and structures.
- ii) Encasement to underground pipes.

**ACCURACY II**

All other parts of the work except tops of walls and tops of weir walls

**ACCURACY I**

- Tops of outer walls:  $\pm 3$  mm overall, but  $\pm 1$  mm over 3 m
- Tops of Weir walls:  $\pm 2$  mm overall

**PSG 7            TESTS**

**PSG 7.1        FACILITIES AND FREQUENCY OF SAMPLING**

**PSG 7.1.1      Facilities**

*ADD THE FOLLOWING:*

"The Contractor shall provide sufficient storage capacity for the concrete cubes and shall test the cubes by means of an approved, calibrated cube testing press installed on Site in a manner approved by the Engineer or shall arrange to have them tested by an approved laboratory.

The cost of all testing, including the cost of sampling, storage and transport of samples shall be included in the rates tendered for concrete work."

**THE CONTRACT**  
**Part C4: Site Information**

204

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSG 7.1.2 Frequency of Sampling**

Add the following to this Sub-Clause:

At least three samples shall be taken from each concrete structure cast daily exceeding 10 m<sup>3</sup> in volume. The samples shall be taken at the following intervals:

- i) At the start of concreting
- ii) Midway through concreting
- iii) At end of concreting

The Contractor shall take independent samples of each batch delivered to the Site of Works from central concrete production facilities and submit the test results for evaluation in terms of Sub clause 7.3.

**PSG 7.2.3 Laboratory Testing**

Add to the Sub-Clause:

The Contractor will be liable for all costs incurred in making structural concrete cubes and having these tested.

*ADD THE FOLLOWING:*

**PSG 7.2.5 Grouting**

The Contractor shall, where so ordered, carry out a site test for each grouting procedure and each grouting gang to be used. The tests shall be carried out on a dummy bedplate similar in configuration to that which is to be grouted, but not exceeding 1m<sup>2</sup> in area unless otherwise ordered.

When the dummy bedplate is dismantled, the underside shall show a minimum grout contact area of 80% with reasonably even distribution of the grout over the surface grouted except that, in the case of expanding grout, the minimum grout contact area shall be 95%. The test shall show evidence of good workmanship and materials and the results shall be to the satisfaction of the Engineer.

The Contractor shall, when so ordered, make standard test cubes from various grout mixtures and also subject them to compression tests to determine whether the specified strength has been achieved.

**PSG 7.2.6 Water tightness testing (Sub-clause 5.5.11)**

Unless otherwise ordered by the Engineer, all water containing structures shall be tested for water tightness. Backfilling around structures which are to be tested shall be delayed until after the testing unless otherwise authorised by the Engineer. Each structure shall be cleaned out, then filled with clean water in four equal stages up to normal top water level. While filling is in progress, the structure shall be examined for leaks and

**THE CONTRACT**  
**Part C4: Site Information**

205

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

if it is obvious that some appreciable leak has developed the test shall be terminated, repairs carried out and testing resumed.

As soon as the water surface is steady after filling, the water level shall be established by means of a hook gauge to be provided by the Contractor and recorded, and thereafter, will be measured and recorded by the Engineer each successive 24 hours or less, in relation to a fixed benchmark. The results will be graphed to establish the progressive rate of absorption and leakage.

Concurrently with this test the Contractor shall carry out an evaporation loss test by providing a steel tank 600 mm x 600 mm x 450 mm deep, filled with 300 mm of water, and accurately measuring the drop in water level during 24 hours. This drop in water level shall be regarded as a measure of the evaporation loss and shall be used to calculate the probable evaporation loss in the structure being tested.

If the nett rate of loss of water at any stage exceeds 5 mm depth per 24 hours (plus an allowance for evaporation) at the end of three days in the case of the first three stages, and at the end of seven days in the case of the fourth stage, and there is no prospect, in the opinion of the Engineer, of the rate of water loss reducing to that required, he shall have the right to deem the water containing structure to be not watertight, and to notify the Contractor accordingly. The Contractor shall forthwith take such steps, at his own expense and to the approval of the Engineer, as may be considered necessary to achieve water tightness.

In the event of the steps taken by the Contractor proving ineffective in reducing the rate of drop in water level over a period of 7 days to less than 5 mm depth per 24 hours plus an allowance for evaporation the Engineer shall have the right to order the Contractor to carry out at his own expense, approved steps, on completion of which the Contractor shall again clean out and test in the manner specified also at his own expense.

Notwithstanding the fact that a structure may have passed the test described in the aforementioned paragraphs, it will not be acceptable for any leaks or damp spots to show on any exterior surface. Any such defects shall be sealed and repaired in a manner and to a standard acceptable to the Engineer.

Upon satisfactory completion of the test the structure shall be left full of water unless otherwise ordered by the Engineer.

In the event of leakage being evident at any time during the Defects Liability Period, the Engineer, before issuing his Final Certificate may call for further rectification and testing as already described and will have the right to withhold this Certificate until he considers the work to be satisfactory.

**PSG 7.3 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE**

*ADD THE FOLLOWING:*

"Test results obtained from the supplier of ready-mixed concrete will not be accepted for evaluation in terms of subclause 7.3, but samples for testing shall be taken of such concrete at the point of placing."

*ADD THE FOLLOWING:*

**THE CONTRACT**  
**Part C4: Site Information**

206

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSG 7.3.6 Tolerances-possible deviations**

The degrees of accuracy of construction shall be as follows:

- a) Overflow weirs – Degree I accuracy.
- b) All other water retaining structures – Degree II accuracy.
- c) All other non-visible elements (excluding those for water retaining structures) – Degree III accuracy.

**PSG 8 MEASUREMENT AND PAYMENT**

**PSG 8.1 FORMWORK**

**PSG 8.1.1.2 Formwork in narrow widths** (Sub-clause 8.1.1.2 and 8.2.5)  
All narrow formwork (up to 300mm wide) irrespective of width, shall be measured in running metres and payment shall be per metre.

**PSG 8.1.2 Reinforcement**

No differentiation shall be made between size or diameter of the reinforcement. The rate for steel bars shall cover the cost of the supply, cutting, bending and fixing.

*ADD THE FOLLOWING:*

**PSG 8.1.3.4 Blinding layer**

The area of blinding layer shall be measured in square metres to the nett outline of the structure. Payment for blinding shall include for any formwork required to the edge of blinding.

**PSG 8.1.3.5 Joints**

The designated joint types shown on the drawings and scheduled will be measured separately by the length of joint installed.

The unit rate shall cover the cost of all materials, plant and labour for the construction of each joint type as specified or shown on the drawings including the cost of formwork, treatment, waterstop, sealant, joint, filler, etc. and treatment of the joint in accordance with Sub-clause 5.5.7.3 provision of the V-feature as specified where concrete is exposed, testing and making good.

**PSG 8.1.3.6 Casting items into concrete**

Measurement shall be by length or number as scheduled. The unit rates shall cover the cost of fixing in position all work associated with restraining the items during concreting and of modifying the formwork

**PSG 8.5.1 Pipes through walls**

**THE CONTRACT**  
**Part C4: Site Information**

207

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The bided rates for boxing out holes and grouting in pipes and specials, shall cover the cost of boxing out the hole, preparation and concreting in as specified.

**PSG 8.5.2      Holding down bolts and base plates**

The holes boxed out for holding down bolts and base plates will be measured and paid in accordance with Sub-clause 8.2.6.

Grouting in of holding down bolts and base plates positioned by Others, will be measured in volume of non-shrink grout.

The bid rate shall cover the cost of supplying, mixing and placing of the grout and preparing the hole as specified.

**PSG 8.5.3      Granolithic screed**

Measurement will be in square meters of surface area covered and the unit rate shall cover the cost of all materials, labour and equipment required to provide the screed as specified.

**PSG 8.5.4      Water tightness testing**

Payment for water tightness testing will be made under the specified items for each structure in the Schedule of Quantities. The sum bided shall include for the cost of filling and emptying the structure, for sealing pipes and openings and for taking all measurements.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSLB: BEDDING (PIPES)**  
(Applicable to SANS 1200 LB)

**PSLB**      **DEFINITIONS**

**PSLB 2.3**    **BEDDING**

The classes of bedding applicable to this contract shall be Class C bedding for rigid pipes in verges, servitudes and parks and Class A bedding under roadways. For flexible pipes it shall be as specified in Sub-clause 3.3 of SANS 1200 LB.

uPVC and polyethylene pipes will per definition be "flexible pipe". All other pipes will per definition be "rigid pipe".

**PSLB 3**      **MATERIALS**

**PSLB 3.1**    **Selected Granular Material**

Delete the Sub-Clause and substitute:

**SELECTED GRANULAR MATERIAL.** Selected granular material shall be a granular material with a PI not exceeding 10, grading modulus not less than 1.2, free from lumps or stones retained on a 19 mm sieve and having a compatibility factor (as determined by the test given in Section LB of Part 3 of SABS 0120) not exceeding 0,4.

**PSLB 3.2**    **Selected Fill Material**

Delete the wording of this Sub-Clause and substitute:

**SELECTED FILL MATERIAL.** Selected fill material shall be material with PI not exceeding 12 and that is free from vegetation and from lumps or stones of diameter exceeding 30 mm.

**PSLB 3.3**    **Bedding**

Add to the Sub-Clause:

All pipes laid under this Contract will be considered as being rigid pipes and the bedding shall be of Class A, B or C (Drawing LB-1) as applicable and scheduled except that joint holes (pockets) shall be provided in the bedding, as per Drawing LB-2, at each pipe joint and coupling. No sharp-edged stones shall be allowed to come into contact with either the pipes or the couplings (joints). No extra payment will be made for forming joint holes (pockets).

**PSLB 3.4**    **SELECTION**

**THE CONTRACT**  
**Part C4: Site Information**

209

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**PSLB 3.4.1 Suitable Material available from Trench Excavation**

*REPLACE THE WORDS*

"(but is not required)"

*IN THE FIFTH LINE WITH THE WORDS*

"(at his own cost)".

**PSLB 5 CONSTRUCTION**

**PSLB 5.1 GENERAL**

**PSLB 5.1.3 Placing**

*ADD THE FOLLOWING TO SUB-CLAUSE 5.1.3.4:*

Backfilling up to 300 mm above the top of the pipe shall be carried out immediately the pipes have been laid and shall be completed before the acceptance test is carried out except at joints which shall be left exposed until the pipeline has been satisfactorily tested.

**PSLB 5.2 Placing and Compacting Rigid Pipes**

**PSLB 5.2.1 Class 'A' Bedding**

Delete the first sentence of 5.2.1(a) and substitute the following:

The pipes shall be supported on a continuous cradle of grade 20/19 concrete.

**PSLB 5.2.2 Class B and C Beddings**

Delete the third, fourth and portion of the fifth lines up to the words "as relevant" and substitute the following:

The pipes shall be bedded on a continuous mound of selected granular material. The remainder of the bedding shall be placed in layers under the overhang and up the sides of the pipe, each layer being compacted until levels are reached.

**PSLB 5.2.5 Stone Bedding**

**THE CONTRACT  
Part C4: Site Information**

210

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Add new Sub-Clause:

Where ordered by the Engineer, special drains consisting of a 150 mm thickness (See PSDB 5.1.2.2) of 6 mm to 20 mm graded stone extending the full width of the trench shall be provided below the bedding to the pipes. The excavation for these drains will be measured in cubic metres at the contract rate applying to unsuitable excavation below the bottom of the trench. The stone filling will be paid for per cubic metre. All measurements in this connection will be to a width equal to the base widths and depths ordered.

**PSLB 5.3(b) Selected Fill Blanket**

Delete "200 mm" from title.

**PSLB 5.4 Concrete Casing to Pipes**

Add to the Sub-Clause:

Where concrete casing is ordered by the Engineer it is to be of grade 20/19 concrete with a minimum thickness of 150 mm above the top of the pipe.

**PSLB 5.5 Soilcrete**

Where ordered by the Engineer or where shown on the drawings, pipes shall be backfilled using Soilcrete. Soilcrete shall consist of an approved soil or gravel mixed with 5% by weight of cement and only sufficient water to give it a consistency that will permit the Soilcrete to be placed, using vibrators, tampers and other approved methods, in such a way that all voids between pipes and sides of excavations and between pipes in the case of multiple installations, are properly filled. The height to which the Soilcrete backfill shall be taken shall be as determined by the Engineer or as shown on the drawings.

The aggregate used for Soilcrete shall preferably be a sandy material but may contain larger particles up to 38 mm and it shall have a plasticity index of not more than 10. Detrimental percentages of silt or clay must be avoided, and the aggregate shall be obtained from an approved source.

The Soilcrete shall be mixed on site using suitable concrete mixers and water and cement contents shall be carefully controlled. The material shall be placed and then thoroughly compacted by means of concrete vibrators; tampers or other approved methods, so that all voids are filled as described above. Stones shall be packed at the pipe ends to prevent the Soilcrete from flowing outside the required limits.

**PSLB 6 TOLERANCES**

**THE CONTRACT  
Part C4: Site Information**

211

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**PSLB 6.1      Moisture Content and Density**

Add to the Sub-Clause:

The permissible deviations applicable are to be those for Degree of Accuracy II class of work.

**PSLB 8      MEASUREMENT AND PAYMENT**

**PSLB-8.1      PRINCIPLES**

**PSLB-8.1.3      Volume of bedding materials**

*ADD THE FOLLOWING:*

"By means of the clarification of the specification, the volume displaced by the pipe will not be paid for."

**PSLB-8.1.5      Disposal of displaced material**

*REPLACE THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING:*

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material."

**PSLB-8.2      SCHEDULED ITEMS**

**PSLB 8.2.1 Provision of Bedding from Trench Excavation**

Delete the Sub-Clause and substitute:

No payment will be made for the provision of bedding materials which complies with the specification where such material is available from trench excavations within 15 m of the point where it is required.

Provide bedding without the need for screening:

- a)      Selected granular material      Unit: m<sup>3</sup>
- b)      Selected fill material      Unit: m<sup>3</sup>

The rates shall cover the cost of acquiring, from any point as may be selected by the Engineers beyond 15 m but within 2,0 km, bedding that complies with the relevant requirements of the specification, or which after screening will comply with the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material within the free haul material.

**THE CONTRACT**  
**Part C4: Site Information**

212

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

The free haul distance for transporting bedding materials and for disposal of surplus material shall be 2,0 km.

**PSLB 8.2.1.1 Screening Material for Bedding**

Add the following Sub-Clause:

Screening material for bedding:

- a) Selected granular material Unit: m<sup>3</sup>
- b) Selected fill material Unit: m<sup>3</sup>

The rates for screening shall cover the extra-over cost for screening (where so ordered by the Engineer) material obtained and paid for in accordance with PSL 8.2.1 above to obtain bedding material as specified.

**PSLB-8.2.2.2 Supply of bedding by importation from Borrow Pits**

*ADD THE FOLLOWING:*

“The tendered rates shall also cover the costs of sufficient tests to ensure that material to specification is selected and for the selection process itself, inclusive of sieving the material.”

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**PSM: ROADS (GENERAL)**  
(Applicable to SANS 1200 M)

**PSM 3 MATERIALS**

**PSM 3.2 SOURCE OF MATERIALS** (Sub-clause 3.2)

The Contractor shall be responsible to locate suitable sources for materials for the purpose of the Contract.

**PSME: SUB-BASE**  
(Applicable to SANS 1200 ME)

**PSME 3 MATERIALS**

**PSME 3.2.1 Sub-base materials**

The requirements for sub-base materials shall be as set out in Section 3 SANS 1200 ME except as revised by the following:

- (a) Maximum PI after stabilization – 6
- (b) Minimum CBR:

	AS SUB-BASE MATERIAL	IN LIEU OF BASE COURSE
Before stabilization	30	45
After stabilization	45	70
Stabilizing agent: Roadlime to SANS 824 (expected application rate -2%)		

**PSME 3.3.2 Gravel shoulder and gravel wearing course material**

The PI shall not be left unfixed.

**PSME 3.5 Selection** (Sub-clause 3.5)

The natural gravel shall be obtained from either excavations in the road prism or from borrow pits in the vicinity of the Site.

**THE CONTRACT**  
**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

This material shall also be used where indicated in lieu of the base course. The material obtained in the road prism shall be excavated either by cut the windrow or by cut and transport to temporary stockpile within the free haul distance.

Material obtained from borrow pits shall be stockpiled at the borrow pit ready for loading and transport.

**PSME 5.4 PLACING AND COMPACTION**

**PSME 5.4.4.2 Compaction**

The material shall be compacted to 93% or 95% Mod. AASHTO maximum density as indicated on drawings.

**PSME 6 TOLERANCES**

**PSME 6.1.2 Grade**

When the sub-base material is used in lieu of base course, particular care shall be taken in compacting and finishing the surface and preparing it for priming. The requirements of the SANS 1200 MF are required before construction of the sub-base can start.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSMF: BASE**

(Applicable to SANS 1200 MF)

**PSMF 3            MATERIALS**

**PSMF 3.1        Natural gravel**

Natural gravel shall be used for base materials obtained from borrow pits located by the Contractor and approved by the Engineer. The minimum CBR requirements will be as per PSME 1.1 for base materials.

The grading Reactors shall not be less than 1,75. All other requirements shall be as per Clause 3.3.1.

**PSMF 5.4.1      Placing**

Delete the Sub-Clause and substitute:

"Before construction of the base is commenced, the Contractor shall ensure that the:

- a) Underlying layer on which the base is to be constructed complies with the requirements of the Specification for that layer; and
- b) The kerbing and channelling shall have been completed and approved by the Engineer.

All cast in situ mountable kerbing, channelling, vehicle entrances, transitions, etc., shall have been laid for a period of at least 72 hours before construction of the base course is commenced."

Where a nominal thickness exceeding 150 mm has been specified, the base shall be constructed in approximately equal layers not exceeding 150 mm each.

**PSMF 5.4.4      Compaction**

Delete paragraph 5.4.4.2 and substitute:

"In the case of natural gravels compaction shall be to 98% of Modified AASHTO maximum density and in the case of graded crushed stone and graded crushed stone with fines to 86% of apparent density, or such other density as may be indicated in the Schedule of Quantities.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

**PSMK: KERBING AND CHANNELLING**

(Applicable to SANS 1200 MK - 1983)

**PSMK 3 MATERIALS**

PSMK 3.2.1 Precast Kerbing and Channelling

Add to the Sub-Clause

"Notwithstanding anything to the contrary in the Specifications or in the Schedule of Quantities, all barrier kerbs and semi-barrier kerbs shall be precast kerbs except for curved kerbs where the radius is less than 1 m."

**PSMK 3.9 Bedding Material**

Delete the Sub-Clause and substitute:

"The material on which the precast concrete kerbs and channels are bedded shall consist of a 1 to 8 cement sand mix, or 15 MPa concrete with 13 mm aggregate, where the layer is more than 30 mm thick."

**PSMK 5 CONSTRUCTION**

**PSMK 5.1 Excavation and Bedding**

Delete the first paragraph and substitute:

"Kerbing and channelling shall be constructed on the completed road sub-base layers."

**PSMK 5.2 Precast Concrete Kerbing and Channelling**

Delete the last paragraph of this Sub-Clause and substitute:

"After the grouting of kerb joints has been completed, the kerbs shall be backed with a well-punned 15MPa concrete backing to the dimensions as shown on the drawings. On curves of radius less than 20 metres, the concrete backing shall be continuous, but on straights and curves of radius greater than 20 metres, the concrete backing shall be placed in short lengths across the joints. The backing concrete shall extend a minimum of 150 mm in each direction from the kerb joints."

**PSMK 5.4 Cast-in-Situ Concrete Kerbing and Channelling**

Delete the second sentence of the first paragraph of Sub-Clause 5.4 and substitute:

**THE CONTRACT**

217

**Part C4: Site Information**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

"The lengths of sections of kerbing between joints shall be uniform throughout and shall not exceed 2 m except where shorter sections are necessary for closures or where otherwise shown on the drawings or required by the Engineer. In the case of cast-in-situ channelling constructed against precast kerbing, the joints in the channelling shall be constructed opposite the centre of every second length of precast kerbing. Joints shall be cut immediately after placing of the concrete."

**PSMK 5.8.3      Machine Placed (Extruded) Kerbing and Channelling**

Delete the words "500 mm beyond ..... as relevant" in the first paragraph of this Sub-Clause and substitute:

"150 mm beyond the back face of the kerb or edging strip."

**PSMK 5.13 Sequence of Construction**

Before construction of the segmented paving is commenced, the Contractor shall ensure that the kerbing has been completed, complies with the requirements of the Specifications covering kerbing and has been approved by the Engineer.

**PSMK 8            MEASUREMENT AND PAYMENT**

**PSMK 8.2.1      Concrete Kerbing and Concrete Edge Beams**

Delete Sub-Clause 8.2.1(b) and substitute:

"b)      The unit rate for precast kerbing and edge beams shall cover the cost of supply of all materials, bedding and backing, and for all labour for bedding, jointing, backing, excavating, compacting, testing in terms of Sub-Clause 7.2, together with all backfilling, compacting and removing of excess material."

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**THE CONTRACT**  
**Part C4: Site Information**

219

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**CONTRACT  
PART C4: SITE INFORMATION**

- C4.1: Location of the Works**
- C4.2: OHS Specifications**
- C4.3: Site Administration Forms**
- C4.4: Geological Investigations**
- C4.5: Climatic Conditions**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

**C4.1 Location of the Works**

Tlhabane is located in the western direction approximately 9km from the Rustenburg CBD. Tlhabane covers Ward 7, 9, 10, 11 and a portion of Ward 13 and is located on the following coordinates 25° 38' 45.30" S and 27° 13' 19.51" E.

**Figure 0-1 Location of Project Site**



**THE CONTRACT**  
**Part C4: Site Information**

221

**C4.1**  
**Location of the Works**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**C4.2 OHS Specifications**



**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

*Compiled for*

**RUSTENBURG LOCAL MUNICIPALITY**

*For*

**THE CONTRACT  
Part C4: Site Information**

222

**C4.3  
Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**CIVIL CONSTRUCTION &**

**BUILDING PROJECTS**

**THE CONTRACT  
Part C4: Site Information**

223

**C4.3  
Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### Contents

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION ..... 222

RUSTENBURG LOCAL MUNICIPALITY ..... 222

1 Scope..... 226

2 Definitions ..... 227

4 Interpretation ..... 228

5 Requirements..... 228

*General requirement* ..... 229

*Administration* ..... 229

    Notification of intention to commence construction work ..... 229

    Copy of the Act ..... 229

    Good standing with the compensation fund or a licensed compensation insurer ..... 230

    Emergency procedures ..... 230

    Health and safety file ..... 230

    Health and safety committee ..... 232

    Inspections, formal enquires and incidents ..... 233

    Personal protective equipment and clothing ..... 233

*Appointments* ..... 233

    Health and safety representatives ..... 233

    Personal protective equipment and clothing ..... 234

*Appointments* ..... 234

    Health and safety representatives ..... 234

    Appointment of construction Manager and supervisor as well as safety officer ..... 235

    Competent persons ..... 235

*Client's health and safety agent* ..... 236

*Creating and maintaining a safe and healthy work environment* ..... 237

    General ..... 237

    Risk assessment ..... 237

    Health and safety plans ..... 239

    Fall protection plan ..... 240

    Responsibilities towards employees and visitors ..... 240

    Subcontractors ..... 241

    First aid, emergency equipment and procedures ..... 242

    Facilities for workers ..... 243

ANNEXURE A ..... 245

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

THE CONTRACT

224

C4.3

Part C4: Site Information

Site Administration Forms

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

**THE CONTRACT  
Part C4: Site Information**

225

**C4.3  
Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**Occupational health and safety specification for Tlhabane Bulk AC Water Replacement –Phase 2B**

**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,.
- 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

#### 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

**reasonably practicable:** practicable having regard to:

**THE CONTRACT**  
**Part C4: Site Information**

227

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- 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

#### 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 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

**THE CONTRACT**  
**Part C4: Site Information**

228

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**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.

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 CONTRACT**  
**Part C4: Site Information**

229

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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 preliminary hazard identification undertaken by a competent person;
  - 4) the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
  - 5) the Principal contractor's health and safety plan;
  - 6) the emergency procedures;
  - 7) the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
  - 8) proof that the Principal contractor is registered and in good standing with the compensation fund or with

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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 organogram 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;
- 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;

**THE CONTRACT**  
**Part C4: Site Information**

231

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- 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
- 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.

**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

**THE CONTRACT**  
**Part C4: Site Information**

232

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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
- 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;

**THE CONTRACT**  
**Part C4: Site Information**

233

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- 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.

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;

**THE CONTRACT**  
**Part C4: Site Information**

234

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- 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;
- 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;

**THE CONTRACT**  
**Part C4: Site Information**

235

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- e) suspended platform work operations;
- f) material hoists;
- g) operation of batch plants;
- h) explosive power tools;
- i) vehicles and mobile equipment;
- 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.

**THE CONTRACT**  
**Part C4: Site Information**

236

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

**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;
- 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;

**THE CONTRACT**  
**Part C4: Site Information**

237

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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 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:

**THE CONTRACT**  
**Part C4: Site Information**

238

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

- 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 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

**THE CONTRACT**  
**Part C4: Site Information**

239

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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

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.

### THE CONTRACT Part C4: Site Information

240

### C4.3 Site Administration Forms

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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.

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 implemented

**THE CONTRACT**  
**Part C4: Site Information**

241

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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.

**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 CONTRACT**  
**Part C4: Site Information**

242

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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. ....

Signed this ..... day of .....20.....

at ..... (Place)

**THE CONTRACT**  
**Part C4: Site Information**

243

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER  
PIPES: PHASE 2B**

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

On Behalf of **Client/Agent**.

**(Contracts and/or Project Manager)**

Witnesses

1. ....

2. ....

**THE CONTRACT  
Part C4: Site Information**

244

**C4.3  
Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

ANNEXURE A

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

NOTIFICATION OF CONSTRUCTION WORK

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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). \_\_\_\_\_

**THE CONTRACT**  
**Part C4: Site Information**

245

**C4.3**  
**Site Administration Forms**

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

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Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER**  
**PIPES: PHASE 2B**

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

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

**THE CONTRACT**  
**Part C4: Site Information**

246

**C4.3**  
**Site Administration Forms**

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



**RUSTENBURG LOCAL MUNICIPALITY**

**BID NO: RLM/OMM/0157/2024/25**

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

- 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".

**THE CONTRACT**  
**Part C4: Site Information**

247

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B



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.
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.

**THE CONTRACT**  
**Part C4: Site Information**

248

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

## APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

### 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 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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.

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;

**THE CONTRACT**  
**Part C4: Site Information**

250

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

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.

#### 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;

**THE CONTRACT**  
**Part C4: Site Information**

251

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- 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.
- 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.

**THE CONTRACT**  
**Part C4: Site Information**

252

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

- 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.

#### 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.

### C4.3 Site Administration Forms

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

### C4.4 Geological Investigation

**THE CONTRACT**  
**Part C4: Site Information**

253

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

Report available at request.

#### C4.5 Climatic Information

For the purpose of this Specification, the Tlhabane shall be regarded as normal environment.

**THE CONTRACT**  
**Part C4: Site Information**

254

**C4.3**  
**Site Administration Forms**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

## TENDER DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°	Description
	-P01	Project Plan
	-D02	50mm-110mm uPVC/HDPE Reticulation Layout (Sheet 1 of 3)
	-D02	50mm-110mm uPVC/HDPE Reticulation Layout (Sheet 2 of 3)
	-D02	50mm-110mm uPVC/HDPE Reticulation Layout (Sheet 3 of 3)
	-D03	Meter Chamber details (Sheet 1 of 2)
	-D03	Meter Chamber details (Sheet 2 of 2)
	-D06	Standard Details (Sheet 1 of 3)
	-D06	Standard Details (Sheet 2 of 3)
	-D06	Standard Details (Sheet 3 of 3)

TENDER DRAWINGS

255

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

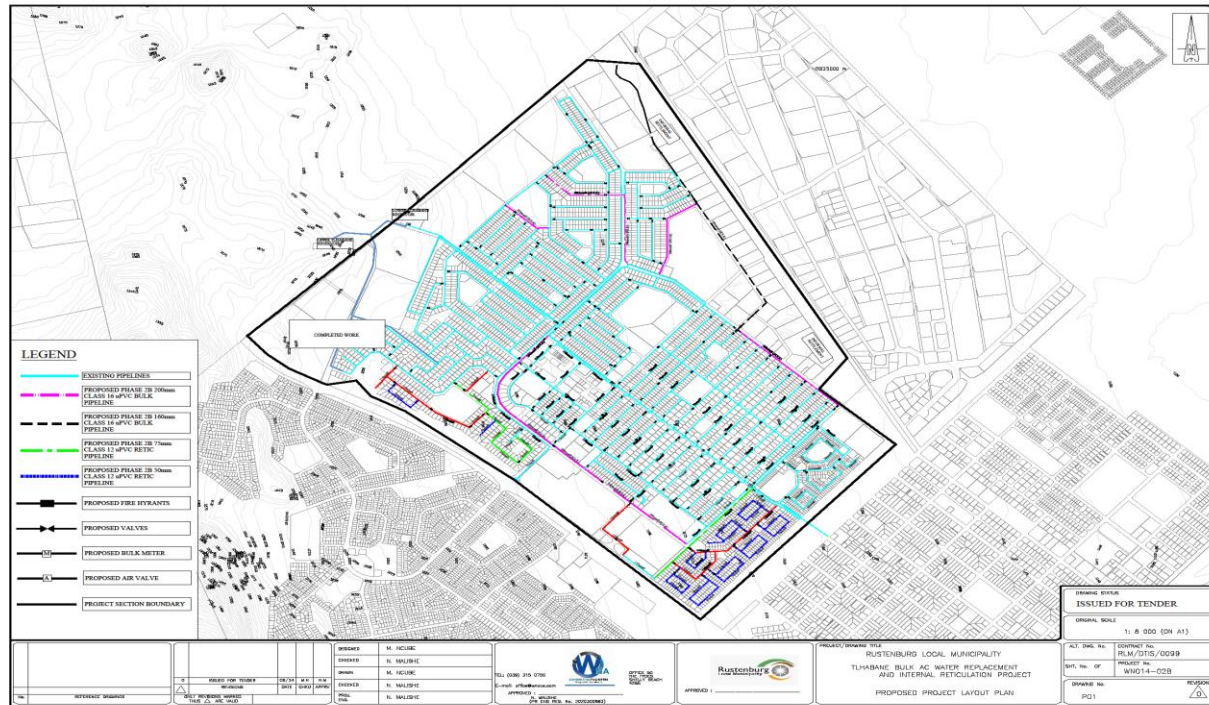


# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

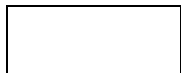
## TLHABANE BULK AC WATER REPLACEMENT

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

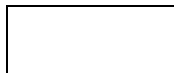


TENDER DRAWINGS

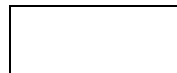
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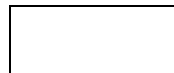
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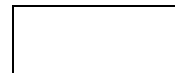
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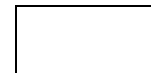
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Contractor



Witness 1



Witness 2



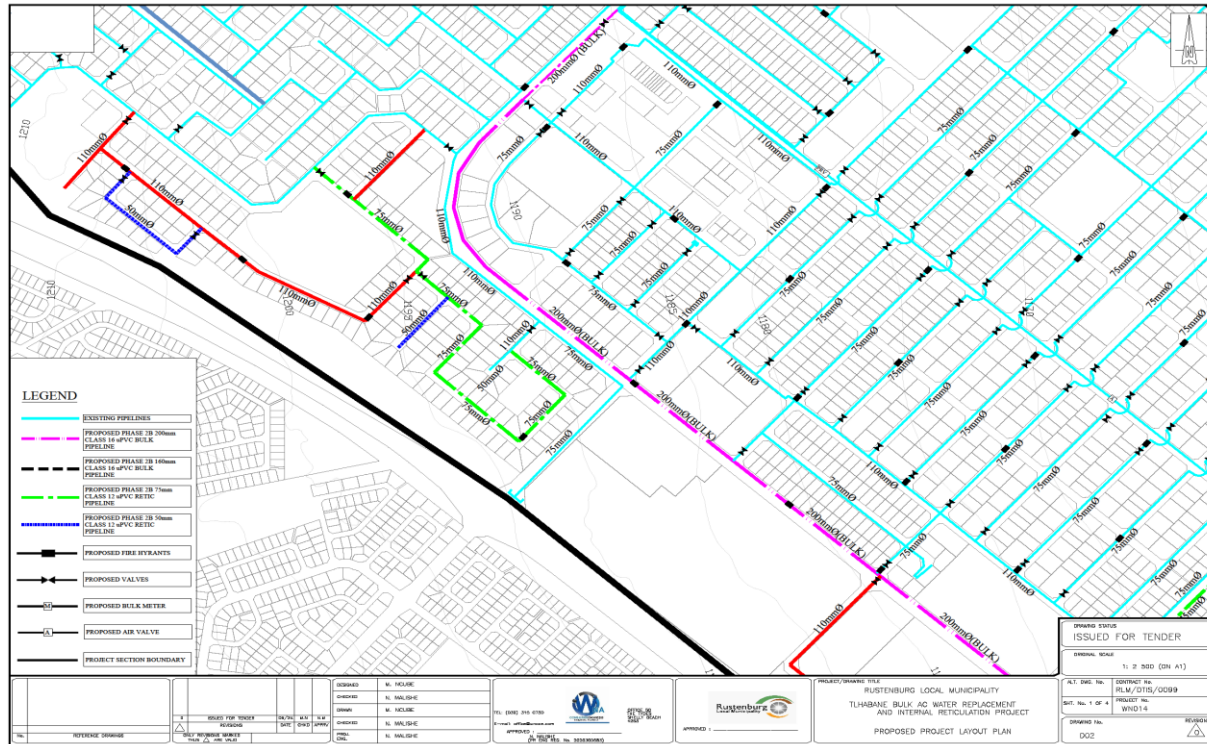


# RUSTENBURG LOCAL MUNICIPALITY

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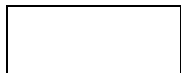
## TLHABANE BULK AC WATER REPLACEMENT

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

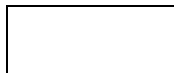


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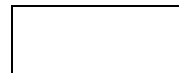
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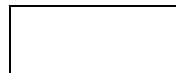
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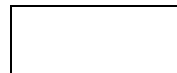
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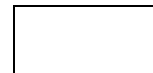
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Contractor



Witness 1



Witness 2



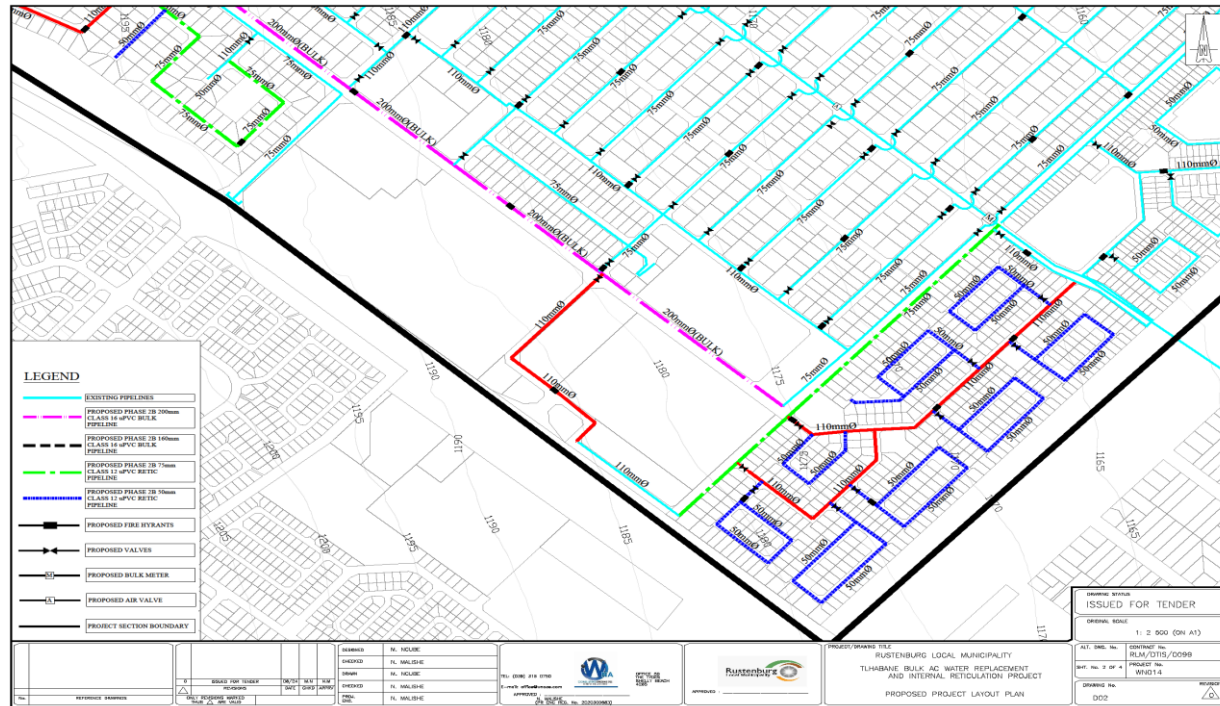


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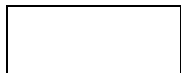
## TLHABANE BULK AC WATER REPLACEMENT

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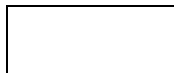


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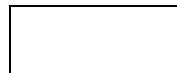
258



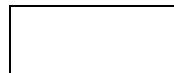
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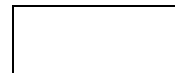
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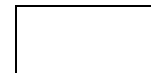
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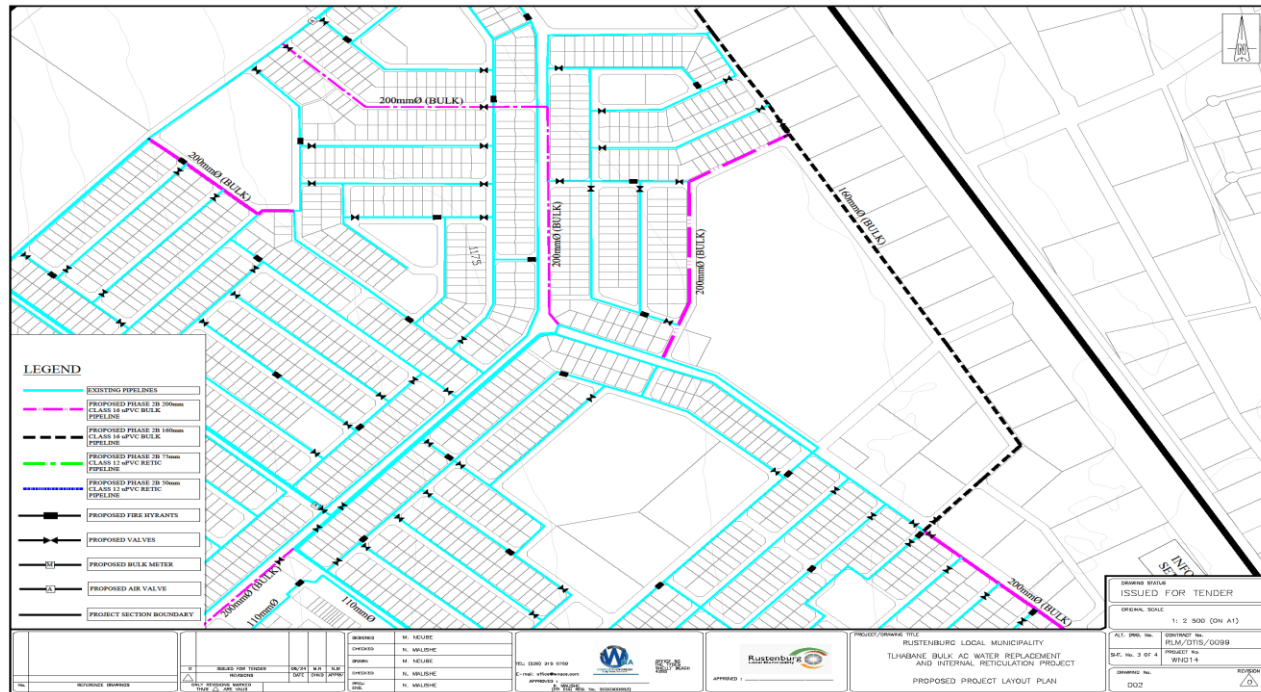
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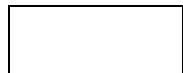


**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**TLHABANE BULK AC WATER REPLACEMENT**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

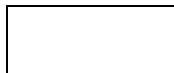


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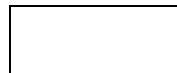
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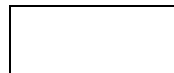
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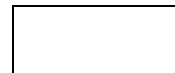
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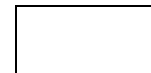
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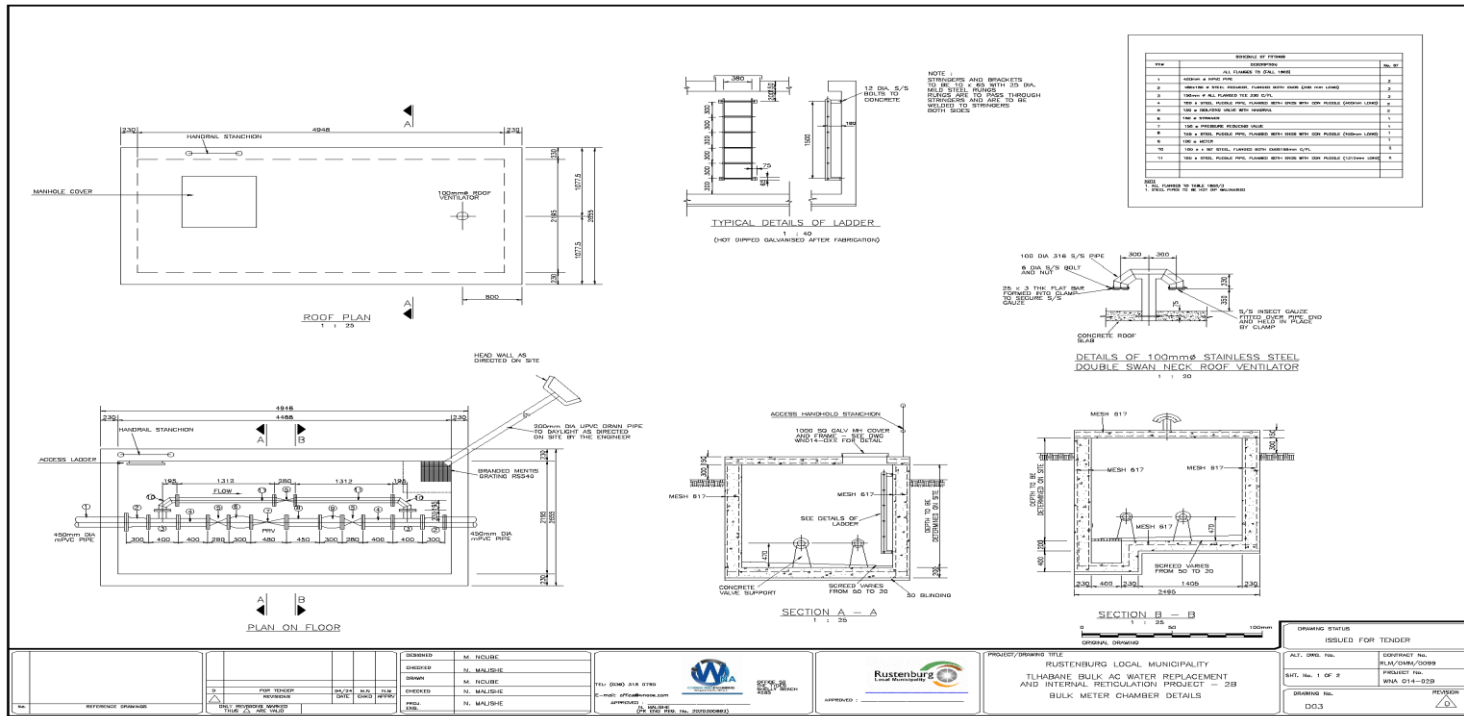
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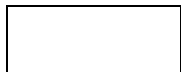


**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**TLHABANE BULK AC WATER REPLACEMENT**  
**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B**

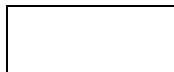


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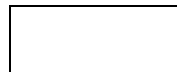
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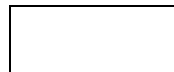
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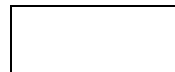
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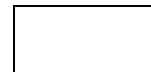
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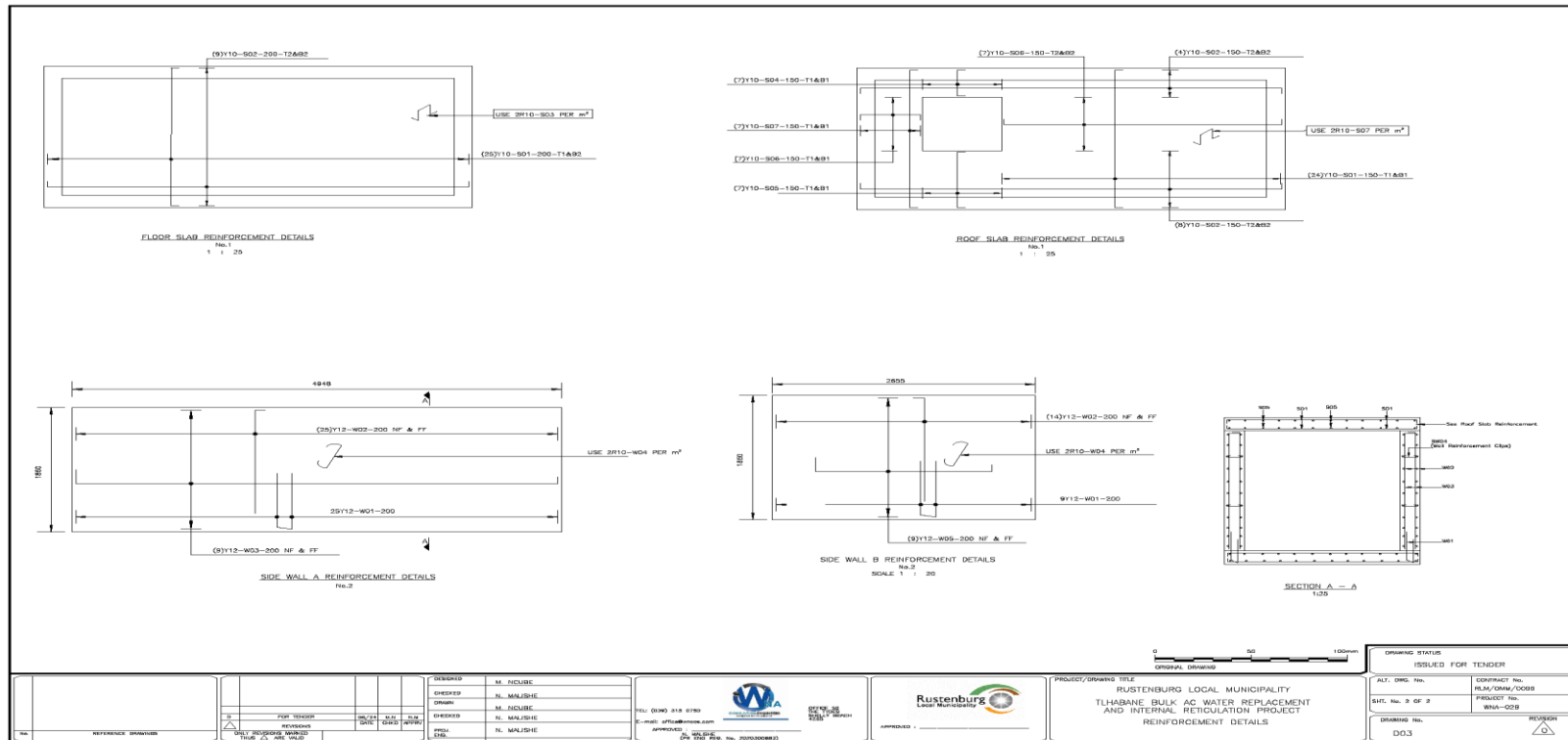
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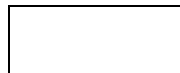


**RUSTENBURG LOCAL MUNICIPALITY**  
**BID NO: RLM/OMM/0157/2024/25**  
**TLHABANE BULK AC WATER REPLACEMENT**  
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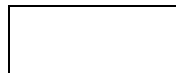


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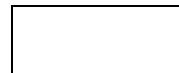
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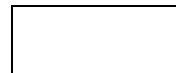
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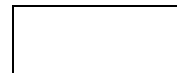
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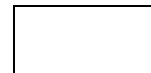
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Witness 1



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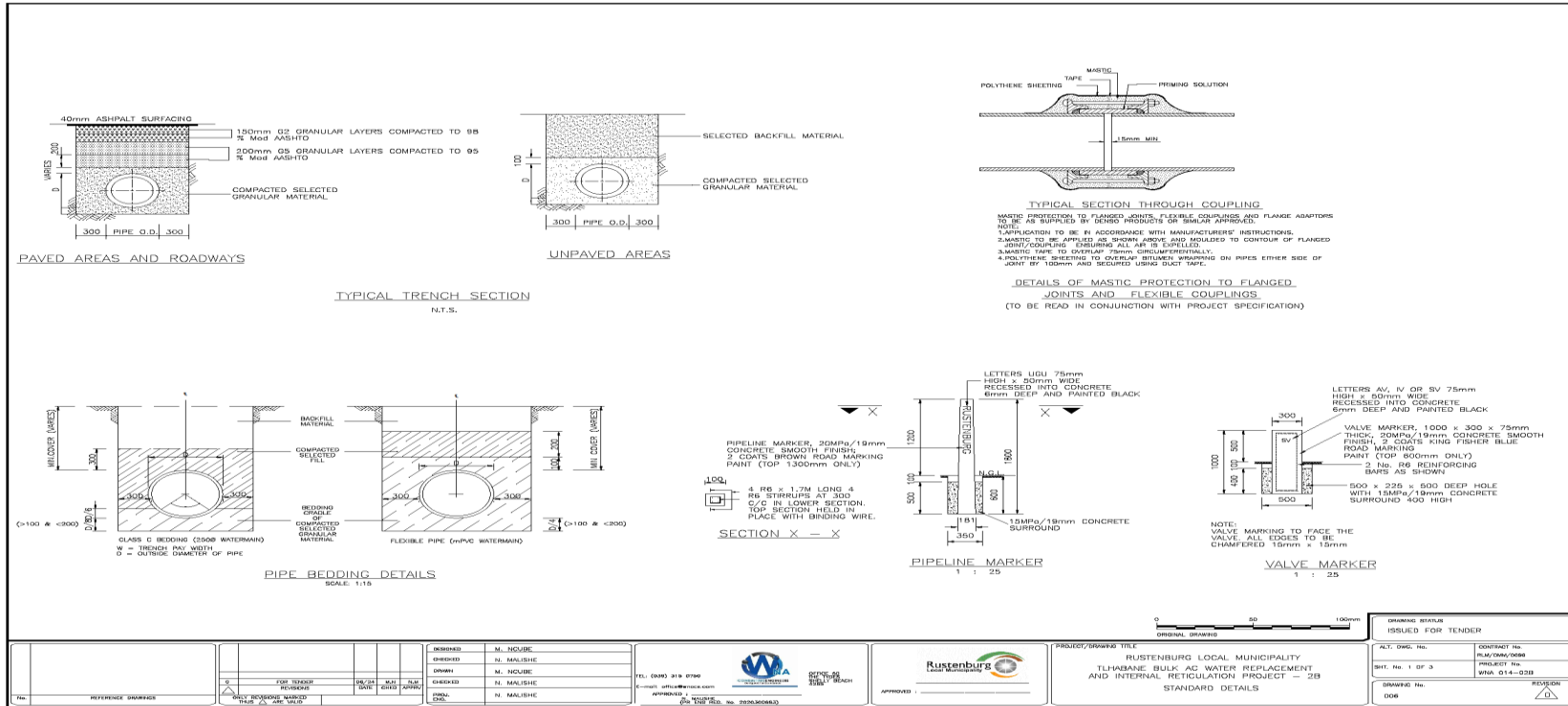


# RUSTENBURG LOCAL MUNICIPALITY

BID NO: RLM/OMM/0157/2024/25

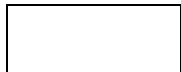
## TLHABANE BULK AC WATER REPLACEMENT

### APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF TLHABANE AC WATER PIPES: PHASE 2B

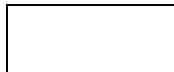


TENDER DRAWINGS

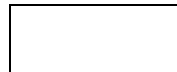
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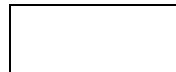
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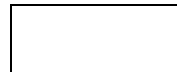
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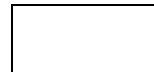
Witness 2



Contractor



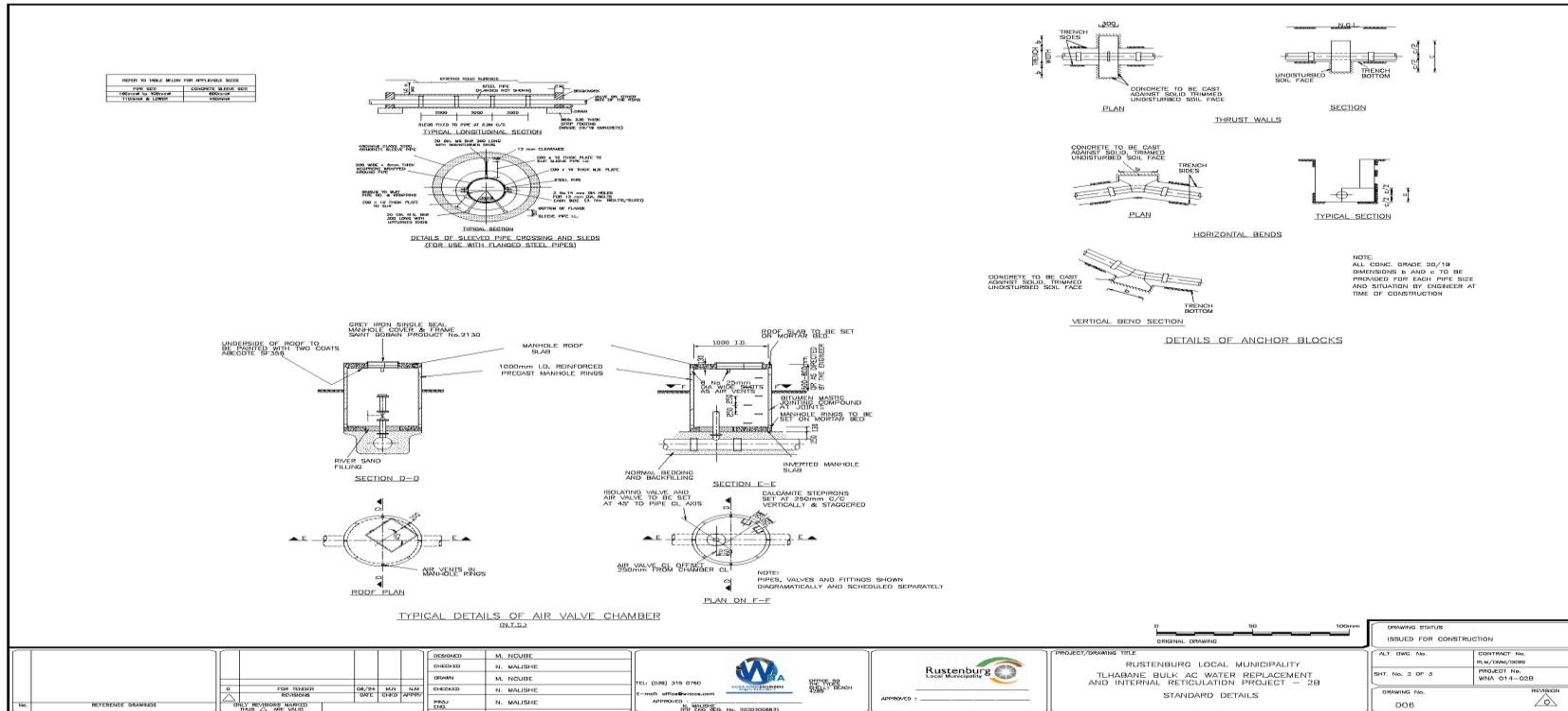
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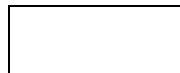


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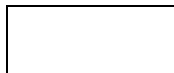


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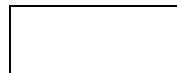
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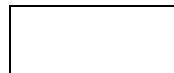
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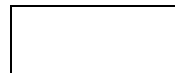
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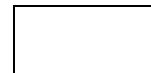
Witness 2



Contractor



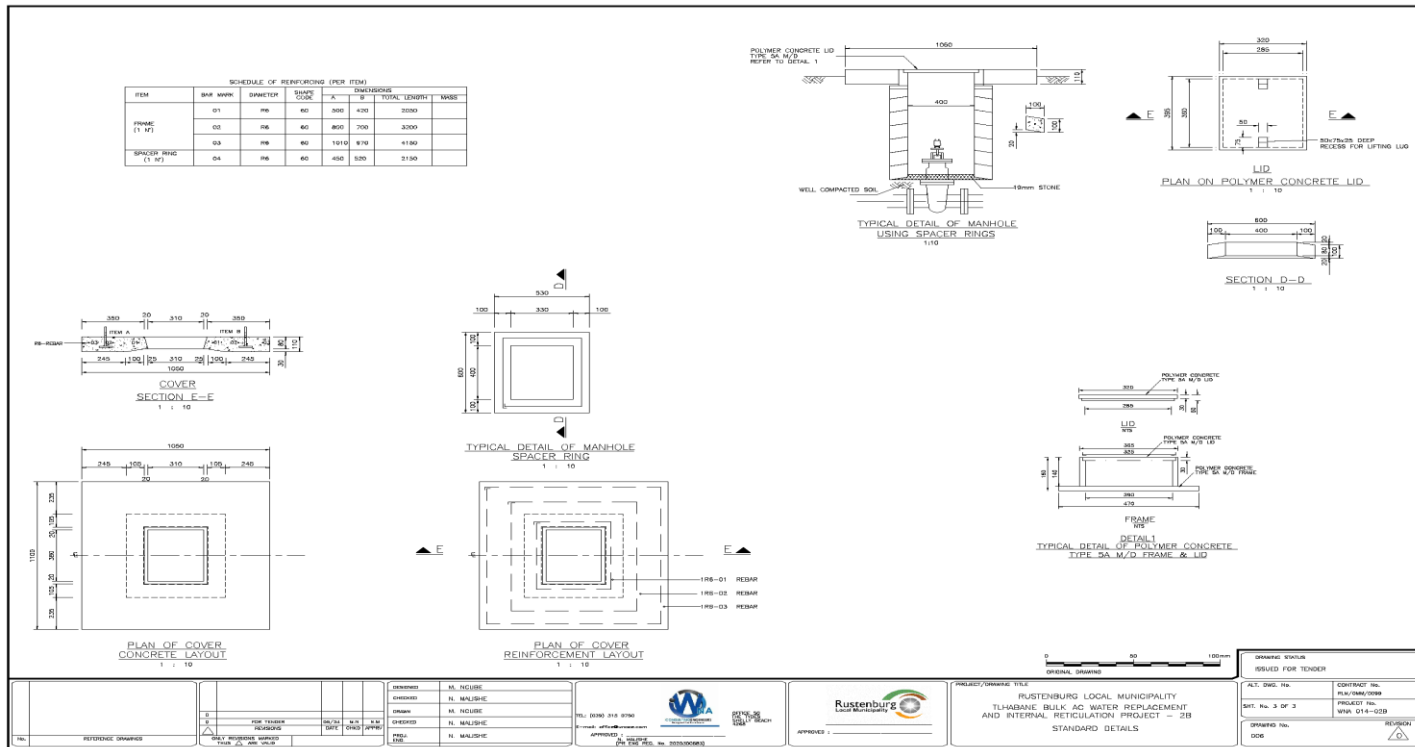
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Witness 2

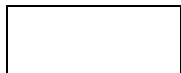


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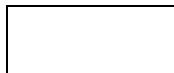


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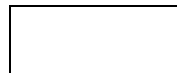
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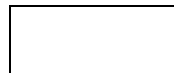
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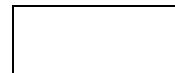
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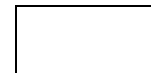
Witness 2



Contractor



Witness 1



Witness 2