



## **Tender Document**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

***AUGUST 2025***

### **VOLUME 1: TENDER DOCUMENT**

**TENDER SUBMITTED BY:**

Name of Company : .....

Contact Name : .....

Contact No : .....

Address : .....

.....

Tender Amount (VAT incl.) : .....

Construction Period (weeks) : ..... (including all holidays)

**Issued by:**

The Municipal Manager  
Maluti-A-Phofung Local Municipality

Setsing Business Center  
C/O Moremoholo & Motloun street  
Phuthaditjhaba  
9872

**Compiled by:**

Phethogo Consulting

122 Nelson Mandela Drive  
Bloemfontein  
P O Box 43284  
Heuwelsig  
9301

**CLOSING DATE: 25 SEPTEMBER 2025 @ 10:00**

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

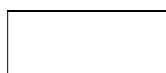
**BID No: SCM/BID02/2025/2026**

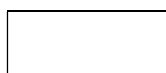
### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

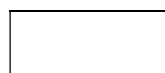
## **CONTENTS**

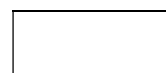
| <b>NUMBER</b>     | <b>HEADING</b>                                   | <b>PAGE</b> |
|-------------------|--|-------------|
| <b>Volume 1</b>   | <b>Tender Document</b>                           |             |
| <b>Portion 1:</b> | <b><u>Tender</u></b>                             |             |
| <b>Part T1:</b>   | <b>Tendering procedures</b>                      |             |
| T1.1              | Tender Notice and Invitation to Tender .....     | T1.1-4      |
| T1.2              | Tender Data.....                                 | T1.2-2      |
| T1.3              | Standard Conditions of Tender.....               | T1.3-2      |
| <b>Part T2:</b>   | <b>Returnable documents and schedules</b>        |             |
| T2.1              | MBD Forms.....                                   | T2.1-3      |
| T2.2              | Returnable Documents.....                        | T2.2-1      |
| T2.3              | Returnable Schedules .....                       | T2.3-1      |
| <b>Portion 2:</b> | <b><u>Contract</u></b>                           |             |
| <b>Part C1:</b>   | <b>Agreements and Contract Data</b>              |             |
| C1.1              | Form of Offer and Acceptance .....               | C1.1-4      |
| C1.2              | Contract Data .....                              | C1.2-1      |
| C1.3              | Form of Guarantee .....                          | C1.3-2      |
| C1.4              | Health & Safety Specifications by Employer ..... | C1.4-1      |
| <b>Part C2:</b>   | <b>Pricing Data</b>                              |             |
| C2.1              | Pricing Instructions .....                       | C2.1-4      |
| C2.2              | Bill of Quantities .....                         | C2.2-1      |
| C2.3              | Summary of Bill of Quantities .....              | C2.2-2      |
| <b>Part C3:</b>   | <b>Scope of Work</b>                             |             |
| C3.1              | Description of the Works .....                   | C3.1-3      |
| C3.2              | Engineering.....                                 | C3.2-1      |
| C3.3              | Procurement .....                                | C3.3-1      |
| C3.4              | Construction.....                                | C3.4-1      |
| C3.5              | Specifications .....                             | C3.5-1      |

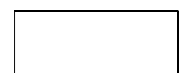
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

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|                 |                                       |        |
|-----------------|---------------------------------------|--------|
| <b>Part C4:</b> | <b>Site Information</b>               |        |
| C4.1            | Scope of Site Information .....       | C4.1-3 |
| C4.2            | Subsoil Investigation .....           | C4.2-1 |
| C4.3            | Existing Services .....               | C4.3-1 |
| C4.4            | Existing Buildings & Structures ..... | C4.4-1 |
| <br>            |                                       |        |
| <b>Part C5:</b> | <b>Annexures</b>                      |        |
| C5.1            | Locality Plan                         |        |
| C5.2            | Tender Drawings                       |        |

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**


**BID No: SCM/BID02/2025/2026**


**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**


**PORTION 1: TENDER**


**PART T1: TENDERING PROCEDURES**


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**CONTENTS**

| <b>Section</b>   | <b>Description</b>   | <b>Page No</b> |
|------------------|--|----------------|
| <b>PART T1.1</b> | <b>TENDER NOTICE AND INVITATION TO TENDER (English Version).....</b> | <b>T1-4</b>    |
| <b>PART T1.2</b> | <b>TENDER DATA.....</b>  | <b>T1.2-2</b>  |
| <b>PART T1.3</b> | <b>STANDARD CONDITIONS OF TENDER .....</b>                           | <b>T1.3-1</b>  |

**END OF SECTION**

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|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG MUNICIPALITY**



**NOTICE NUMBER: 01/2025/2026**  
**BID NO. SCM/BID02/2025/2026**

**PROCUREMENT OF A SERVICE PROVIDER TO CONSTRUCT 3KM PAVED ROADS TSHESENG/FIKA PATSO.**

Maluti-a-Phofung Municipality hereby invite bids for Procurement of a Service Provider to construct 3km paved roads Tsheseng/Fika Patso.

**Requirements:**

- Bidders must submit a Copy of Company Registration Certificate (CRC) Reflecting Active Members (Except for Sole Traders and Partnership).
- Bidders must be registered with Central Supplier Database (CSD), CSD number must be provided, and in case of a JV all parties must be registered on CSD.
- Bidders are required to submit their unique personal identification Number (Pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax Status
- All supplementary forms including municipal rates and taxes clearance certificate form contained in the bid documents must be completed in full or (submit a proof that the municipal rates and taxes are not in arrears for more than three months)
- In Bids whereby consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) Certificate/Pin/CSD Number.
- CIDB Grading of 6 CE or Higher
- Copy of Company Profile (with documents for Stage 2)
- Bidders must index their bid document properly.
- Sealed Bids should clearly indicate: **PROCUREMENT OF A SERVICE PROVIDER TO CONSTRUCT 3KM PAVED ROADS TSHESENG/FIKA PATSO. (SCM/BID02/2025/2026)**

**Recommended Briefing Session: 05 September 2025 at 10h00**  
**Maluti-a-Phofung**  
**Infrastructure Building**

**Closing date: 25<sup>th</sup> September 2025 at 10h00**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bid Box:

Bid Box No. ‘A’  
Maluti-a-Phofung Municipality  
Setsing Business Centre  
C/O Moremoholo & Motlounge streets  
Phuthaditjhaba

Supply chain enquiries: M. Motsau (058)718 3878/ (058) 718 3870 – [mastokim@map.fs.gov.za](mailto:mastokim@map.fs.gov.za)  
[palesal@map.fs.gov.za](mailto:palesal@map.fs.gov.za)

Technical Enquiries: T. Selepe (082) 760 2635 – [stsepo@gmail.com](mailto:stsepo@gmail.com)/[pmu.maluti@gmail.com](mailto:pmu.maluti@gmail.com)

Please note:

1. No bids will be accepted from persons in the service of the state.
2. Bid documents may be download from e-tender portal at no extra charge or alternatively may be obtainable from Maluti-A-Phofung Local Municipality Phuthaditjhaba offices at the cashiers points as of Thursday the 21<sup>st</sup> of August 2025 after 10h00 upon payment of a R 1 566.45 non-refundable fee (cash or bank guaranteed in favour of Maluti-a-Phofung Municipality).
3. No electronic copies, telegraphics, telefaxes and late Bids will be accepted.
  4. Municipality is not bound to accept the lowest Bid.
  5. Municipality reserve the right not to award the bid.
  6. Municipal Supply chain management policy and Preferential Procurement Policy Framework Act No 5 of 2000 (80/20 preferential points allocation system in line with revised Procurement Regulations of 2022 by using the balance scorecard methodology) will be applied.
  7. Only one submission for this bid will be considered from the bidder.
  8. Failure to comply with the above mentioned conditions may invalidate your bid.
  9. Should you not receive any correspondence from us within 120 days regard your bid as unsuccessful.
  10. Communication will be limited to the successful bidder.

**ADV. M.M MOFOKENG**  
**MUNICIPAL MANAGER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.2: TENDER DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**


#### **PART T1.2: TENDER DATA**


The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 as published in Government Gazette No 33239 of 28 May 2010 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled "Annex F" of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 with its originally-published page numbers "34" to "45" is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011, and to the requirements of the Preferential Procurement Regulations of Maluti-A-Phofung Municipality.


The Standard Conditions of Tender makes several references to the tender data. 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    | Addition or Variation to Standard Conditions of Tender   |
|-----------|--|
| <b>1.</b> | <b>General</b>   |
| 1.1       | <i>Add the following:</i><br>The Employer is <b>Maluti-A-Phofung Local Municipality</b> .  |
| 1.2       | <i>Add the following:</i><br>The tender documents issued by the employer comprise of one volume only and consists of the following:<br><b>VOLUME 1: TENDER DOCUMENT</b><br><b>PORTION 1: TENDER</b><br><b>Part T1 Tendering Procedures</b><br>Part T1.1 Tender Notice and Invitation to Tender<br>Part T1.2 Tender Data<br>Part T1.3 Standard Conditions of Tender |


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

| Clause | Addition or Variation to Standard Conditions of Tender  |
|--------|---|
|        | <p><b>Part T2</b>                      <b>Returnable Documents and Schedules</b></p> <p>Part T2.1                      MBD Forms</p> <p>Part T2.2                      Returnable Documents</p> <p>Part T2.3                      Returnable Schedule</p> <p><b>PORTION 2:</b>                      <b>CONTRACT</b></p> <p><b>Part C1</b>                      <b>Agreements and Contract Data</b></p> <p>Part C1.1                      Form of Offer and Acceptance</p> <p>Part C1.2                      Contract Data</p> <p>Part C1.3                      Form of Guarantee</p> <p>Part C1.4                      Health &amp; Safety Specifications by Employer</p> <p><b>Part C2</b>                      <b>Pricing Data</b></p> <p>Part C2.1                      Pricing Instructions</p> <p>Part C2.2                      Bill of Quantities</p> <p>Part C2.3                      Summary of Bill of Quantities</p> <p><b>Part C3</b>                      <b>Scope of Work</b></p> <p>Part C3.1                      Description of the Works</p> <p>Part C3.2                      Engineering</p> <p>Part C3.3                      Procurement</p> <p>Part C3.4                      Construction</p> <p>Part C3.5                      Specifications</p> <p><b>Part C4</b>                      <b>Site Information</b></p> <p>Part C4.1                      Scope of Site Information</p> <p>Part C4.2                      Subsoil Investigation</p> <p>Part C4.3                      Existing Services</p> <p>Part C4.4                      Existing Buildings &amp; Structures</p> <p><b>Part C5</b>                      <b>Annexures</b></p> <p>The following publications form part of the contract documents but is not supplied by the employer.</p> <p><b>VOLUME 2: GENERAL CONDITIONS OF CONTRACT</b></p> |

Contractor

Witness 1


Witness 2


Employer


Witness 1


Witness 2


| Clause    | Addition or Variation to Standard Conditions of Tender   |
|-----------|--|
|           | <p>The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p><b>VOLUME 3: COLTO</b></p> <p>The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition). This document is available at the Contractor's expense from South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p>Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.</p> <p>Volume 2 and 3 may also be inspected, by appointment, at the offices of the Employers Agent during office hours.</p> |
| 1.3.2     | <p><i>Replace the item with the following:</i></p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.</p>   |
| 1.4       | <p><i>Add the following:</i></p> <p>The Employer's agent is (also known as the Engineer):</p> <p><b>Phethogo Consulting</b><br/> PO Box 43284<br/> Heuwelsig<br/> 9332</p> <p>Tel: 051 448 6006<br/> e-mail: louis@phethogo.co.za<br/> Attention: Mr. LJ Botha</p>   |
| <b>2.</b> | <b>Tenderer's Obligations</b>  |
| 2.1       | <p><i>Add the following:</i></p> <p>Only those tenderers who are registered with the CIDB, 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, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory</p>   |


  
Contractor

  
Witness 1

  
Witness 2


  
Employer


  
Witness 1


  
Witness 2





| Clause | Addition or Variation to Standard Conditions of Tender  |
|--------|---|
|        | <p>proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a <b><u>6 CE or Higher</u></b> CIDB rating.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(a) every member of the joint venture is registered with the CIDB;</li> <li>(b) the lead partner has a contractor grading designation of <b>6CE</b> or higher; and</li> <li>(c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.</li> </ul> |
| 2.2    | <p><i>Add the following:</i></p> <p>Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.</p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required).</p> <p>Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process.</p>   |
| 2.7    | <p><i>Add the following:</i></p> <p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2.10 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>  |
| 2.8    | <p><i>Replace the item with the following:</i></p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.</p>  |
| 2.9    | <p><i>Replace the item with the following:</i></p> <p>The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>   |
| 2.10.5 | <p><i>Add the following new clause to Item 2.10:</i></p> <p>A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon request by email only.</p>   |


  
Contractor

  
Witness 1

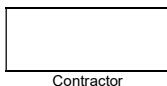
  
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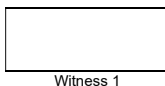
  
Employer

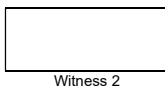
  
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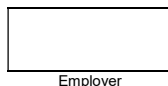
  
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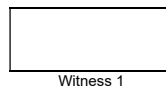
| Clause | Addition or Variation to Standard Conditions of Tender  |
|--------|---|
| 2.11   | <p><i>Add the following:</i></p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>   |
| 2.12.1 | <p><i>Add the following:</i></p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>   |
| 2.12.2 | <p><i>Add the following:</i></p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works.</p> <p>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.</p> <p>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.</p> |
| 2.13   | <p><i>Add the following:</i></p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>  |
| 2.13.2 | <p><i>Replace the item with the following:</i></p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.</p>   |
| 2.13.3 | <p><i>Add the following:</i></p> <p>No copies of the tender offer are required.</p>   |
| 2.13.4 | <p><i>Add the following:</i></p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>   |

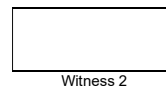
  
Contractor

  
Witness 1

  
Witness 2

  
Employer


  
Witness 1


  
Witness 2


| Clause  | Addition or Variation to Standard Conditions of Tender  |
|---------|---|
| 2.13.5  | <p><i>Add the following:</i></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location: Bid Box No: A</p> <p>Physical address: Maluti-A-Phofung Local Municipality<br/>Setsing Business Center<br/>C/O Moremoholo &amp; Motloun street<br/>Phuthaditjhaba</p> <p>Identification details: BID No: SCM/BID02/2025/2026</p> <p><b>MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1</b></p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>                       |
| 2.13.6  | <p><i>Add the following:</i></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>   |
| 2.13.10 | <p><i>Add the following new clause to Item 2.13:</i></p> <p>Accept that all conditions, which are printed or written upon any stationery 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.</p>   |
| 2.14    | <p><i>Add the following:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.2 : Returnable Document</p> <p>Part T2.3 : Returnable Schedules</p> <p>Part C1.1 : Form of Offer and Acceptance</p> <p>Part C1.2 : Contract Data (Part 2)</p> <p>Part C2.2 : Bill of Quantities</p> <p>Part C2.3 : Summary of Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> |


|             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor  | Witness 1   | Witness 2   | Employer    | Witness 1   | Witness 2   |


| Clause | Addition or Variation to Standard Conditions of Tender   |
|--------|--|
|        | <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p><b>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 of contracts of a similar nature and magnitude which they have successfully executed in the past.</b></p> <p>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 <u>necessary competencies and resources</u> to carry out the work safely.</p> |
| 2.15.1 | <p><i>Add the following:</i></p> <p>The closing time for the submission of tender offers are:</p> <p>Closing date and time:    <b>25 September 2025 at 10:00</b></p>   |
| 2.16.1 | <p><i>Add the following:</i></p> <p>The tender offer validity period is <b>120</b> days.</p> <p>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.</p>  |
| 2.16.3 | <p><i>Add the following:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>  |
| 2.18.3 | <p><i>Add the following new clause to Item 2.18:</i></p> <p>Accept that if requested, the Tenderer shall within 7 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.</p> <p>Accept that the Employer or his agent, 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 this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength</p>  |


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

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

| Clause | Addition or Variation to Standard Conditions of Tender   |
|--------|--|
|        | <p>(The evaluation will not only use these documents, but bidders will need to look at the tender document for further details). Failure to comply with any of the following documents will lead to a disqualification.</p> <ul style="list-style-type: none"> <li>• The bidder must be registered on CSD (Central Supplier Database) – Bidder to supply Full CSD Report(s).</li> <li>• The bidder must be a Vat Vendor and in good standing with SARS according to CSD.</li> <li>• Certified Copy of Company Registration reflecting names and identity numbers of active shareholding members must be attached</li> <li>• In case of the Joint Venture all parties must be Registered on CSD.</li> <li>• In case of a JV Certified Copy of Company Registration Certificate reflecting names and identity numbers of active shareholding members of all parties must be attached.</li> <li>• Copy of JV agreement (in case of JV) must be attached.</li> <li>• Municipal Rates and Taxes Account not older than 90 days or a lease agreement must be attached. The lease agreement must be accompanied by Landlord's municipal rates and taxes account and affidavit stating you are a tenant. The account should not be in arrears for more than 90 days.</li> <li>• Municipal rates and taxes account of all directors not older than 90 days or a lease agreement must be attached. The lease agreement must be accompanied by Landlord's municipal rates and taxes account and affidavit stating you are a tenant. The account should not be in arrears for more than 90 days.</li> <li>• In case of a JV, Municipal Rates and Taxes account not older than 90 days or a lease agreement of all parties must be attached with Landlord's municipal rates and taxes account (i.e. above two points should be adhered to).</li> <li>• No bid will be considered from the persons in the Service/Employment of the State/Government</li> <li>• Successful service providers will be the one who scores the highest points.</li> <li>• Proof of purchase or receipt for bid document must be attached on the bid document.</li> <li>• Bid must be valid for a minimum period of 90 days</li> <li>• CIDB grading of 6CE or higher.</li> <li>• Three years audited financial statement</li> <li>• Bidders are to index their bid document – Failure to do so will result in disqualification.</li> <li>• Bidders are to adhere to the index – Failure to do so will result in disqualification or forfeiture of points</li> </ul> <p><b>Stage 2: Test for Functionality</b></p> <p><b>The following documents will be required to test for functionality</b></p> <p>A bidder must attain a minimum of score of 98 points or 70% to qualify for further evaluation.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause                         | Addition or Variation to Standard Conditions of Tender   |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
|--------------------------------|--|--|--|-----------------------------|---|--------------------------------|--------------------------------|------------------------|------------------------|-------------------------|----------------------|--|--|-----------------------------|---|--------------------------------|--------------------------------|------------------------|------------------------|-----------------------|----------------------|--|--|--|--|--|--|
|                                | <div>Table 1: Evaluation Criteria</div> <div>FUNCTIONALITY SUMMARY</div> <table><tr><th>Evaluation criteria</th><th>Max Points</th><th colspan="2">Points Distribution</th><th>Typical PoE</th></tr><tr><td>Bidders Work Experience</td><td>30</td><td colspan="2"><div>Projects above R15 million, full points as stated below (depending on number of projects completed).<br/>Projects between R5 million and up to R15 million, half points will be provided</div><div>Categories</div><table><tr><td>Projects above R15 million,</td><td>Projects between R5 million and up to R15 million</td></tr><tr><td>3 or more Projects = 30 Points</td><td>3 or more Projects = 15 Points</td></tr><tr><td>2 Projects = 20 Points</td><td>2 Projects = 10 Points</td></tr><tr><td>1 Project = 10 Points</td><td>1 Project = 5 Points</td></tr></table><div>0 points – company with no relevant project completed.</div><div>Only road construction contracts from government or state-owned entities will be considered.</div></td><td><div>Provide these Three:<br/>1. Appointment letter OR signed form of offer and acceptance.<br/>2. Signed completion certificate<br/>3. Reference from the client (with client's stamp) with a contact person</div><div>Failure to submit anyone of the above will result in forfeiture of points</div></td></tr><tr><td></td><td></td><td colspan="2"></td><td></td></tr></table> |  |  |                             | Evaluation criteria                               | Max Points                     | Points Distribution            |                        | Typical PoE            | Bidders Work Experience | 30                   | <div>Projects above R15 million, full points as stated below (depending on number of projects completed).<br/>Projects between R5 million and up to R15 million, half points will be provided</div> <div>Categories</div> <table><tr><td>Projects above R15 million,</td><td>Projects between R5 million and up to R15 million</td></tr><tr><td>3 or more Projects = 30 Points</td><td>3 or more Projects = 15 Points</td></tr><tr><td>2 Projects = 20 Points</td><td>2 Projects = 10 Points</td></tr><tr><td>1 Project = 10 Points</td><td>1 Project = 5 Points</td></tr></table> <div>0 points – company with no relevant project completed.</div> <div>Only road construction contracts from government or state-owned entities will be considered.</div> |  | Projects above R15 million, | Projects between R5 million and up to R15 million | 3 or more Projects = 30 Points | 3 or more Projects = 15 Points | 2 Projects = 20 Points | 2 Projects = 10 Points | 1 Project = 10 Points | 1 Project = 5 Points | <div>Provide these Three:<br/>1. Appointment letter OR signed form of offer and acceptance.<br/>2. Signed completion certificate<br/>3. Reference from the client (with client's stamp) with a contact person</div> <div>Failure to submit anyone of the above will result in forfeiture of points</div> |  |  |  |  |  |
| Evaluation criteria            | Max Points   | Points Distribution  |  | Typical PoE                 |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
| Bidders Work Experience        | 30   | <div>Projects above R15 million, full points as stated below (depending on number of projects completed).<br/>Projects between R5 million and up to R15 million, half points will be provided</div> <div>Categories</div> <table><tr><td>Projects above R15 million,</td><td>Projects between R5 million and up to R15 million</td></tr><tr><td>3 or more Projects = 30 Points</td><td>3 or more Projects = 15 Points</td></tr><tr><td>2 Projects = 20 Points</td><td>2 Projects = 10 Points</td></tr><tr><td>1 Project = 10 Points</td><td>1 Project = 5 Points</td></tr></table> <div>0 points – company with no relevant project completed.</div> <div>Only road construction contracts from government or state-owned entities will be considered.</div> |  | Projects above R15 million, | Projects between R5 million and up to R15 million | 3 or more Projects = 30 Points | 3 or more Projects = 15 Points | 2 Projects = 20 Points | 2 Projects = 10 Points | 1 Project = 10 Points   | 1 Project = 5 Points | <div>Provide these Three:<br/>1. Appointment letter OR signed form of offer and acceptance.<br/>2. Signed completion certificate<br/>3. Reference from the client (with client's stamp) with a contact person</div> <div>Failure to submit anyone of the above will result in forfeiture of points</div>   |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
| Projects above R15 million,    | Projects between R5 million and up to R15 million  |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
| 3 or more Projects = 30 Points | 3 or more Projects = 15 Points   |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
| 2 Projects = 20 Points         | 2 Projects = 10 Points   |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
| 1 Project = 10 Points          | 1 Project = 5 Points   |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |
|                                |  |  |  |                             |   |                                |                                |                        |                        |                         |                      |  |  |                             |   |                                |                                |                        |                        |                       |                      |  |  |  |  |  |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause | Addition or Variation to Standard Conditions of Tender |            |  |  |
|--------|--|------------|--|--|
|        | Project Personnel                                      | 45         | <p>Allocated personnel to this project. Provide organogram for this project.</p> <p>CE – Civil Engineering</p> <p><b>Contract’s Manager</b> [B-degree (min). To spend minimum of 50% on site]</p> <p>15 points: CE project experience of 10years or more</p> <p>10 points: CE project experience of 5 – 9 years and 11 months</p> <p>5 points: CE project experience of less than 5 years</p> <p><b>AND</b></p> <p><b>Site Agent</b> N.Dip Civil Engineering (min). To spend minimum of 80% on site]</p> <p>15 points: CE project experience of 7 years or more</p> <p>10 points: CE project experience of 3 – 6 years and 11 months</p> <p>5 points: CE project experience of less than 3 years</p> <p><b>AND</b></p> <p><b>Safety Officer</b> as a SACPCMP registered professional. [To spend minimum of 60% on site]</p> <p>15 points: CE project experience of 7years or more</p> <p>10 points: CE project experience of 3 – 6 years and 11 months</p> <p>5 points: CE project experience of less than 3 years</p> | <p>Provide organogram, designated for this project and for each person submit:</p> <ol style="list-style-type: none"> <li>CV/Resume</li> <li>Certified qualifications</li> </ol> <p>Failure to submit an organogram indicating personnel stated in the immediate left column will result in forfeiture of points</p> |
|        | Available Equipment                                    | 30         | <p>Bidder to provide eNatis certificate or Pre-lease agreement with eNatis certificate.</p> <p>Excavator: 10 points (submit an invoice)</p> <p>TLB: 10 points</p> <p>Tipper truck: 10 points</p> <p>0 points for non-submission of relevant document or for non-submission.</p>  | <p>Proof of ownership by the bidder – eNATIS certificate</p> <p><b>OR</b></p> <p>A letter of commitment to lease (indicating project details) and Lessor’s proof of equipment ownership. – eNATIS certificate</p>  |
|        | Project Preparedness                                   | 20         | <p>Only work programme that indicated duration of not more than 10 months will be considered.</p> <p>Only cashflow indicating minimum expenditure of R10million in the first 5 month will be considered.</p> <p>20 points: Programme of works (with critical path) and Cashflow</p> <p>10 points: Programme of works (without critical path) and Cashflow</p> <p>7 points: Programme only (with critical path)</p> <p>5 points: Programme only (without critical path)</p> <p>2 points: Cashflow only</p>  | <p>Work Programme (in MS project or similar) and Cash flow show</p>  |
|        | Socio Economic   | 15         | <p>A commitment to sub-contract</p> <p>15 points: 30% and above</p> <p>0 points for non-submission or different submission</p>   | <p>A signed commitment in the bid document to sub-contract to a local contractor</p>   |
|        | <b>Total Points</b>                                    | <b>140</b> | <b>Minimum point to attain</b>   | <b>98 (70%)</b>  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Clause  | Addition or Variation to Standard Conditions of Tender   |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
|---|--|--|--------|-------|----|----------------|----|---|-----|---|--|----------------------------|---|------------------------------|---|------------------------------|---|---|---|--------------|-----------|
|   | <p><b>Stage 3: PPPFA Points and Financial Offers</b></p> <p><b>Table 2: Price Points and PPPFA Points</b></p> <table border="1"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr> </tbody> </table> <p style="text-align: center;">80/20</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>= Points scored for price of tender under consideration</p> <p>P<sub>t</sub> = Price of tender under consideration</p> <p>P<sub>min</sub> = Price of lowest acceptable tender</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)<br/>(CSD will be Used to Check For Points Allocation)</th></tr> </thead> <tbody> <tr> <td>At least 50% HDI ownership</td><td>5</td></tr> <tr> <td>At least 50% Youth ownership</td><td>5</td></tr> <tr> <td>At least 50% Woman ownership</td><td>4</td></tr> <tr> <td>Locality:<br/>Maluti-A-Phofung – 6<br/>Thabo Mofutsanyana – 4<br/>Free State – 2<br/>Outside Free State - 0</td><td>6</td></tr> <tr> <td><b>TOTAL</b></td><td><b>20</b></td></tr> </tbody> </table> <p>Locality will be determined using CSD registered address.</p> |  | POINTS | PRICE | 80 | SPECIFIC GOALS | 20 | Total points for Price and SPECIFIC GOALS | 100 | The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system)<br>(CSD will be Used to Check For Points Allocation) | At least 50% HDI ownership | 5 | At least 50% Youth ownership | 5 | At least 50% Woman ownership | 4 | Locality:<br>Maluti-A-Phofung – 6<br>Thabo Mofutsanyana – 4<br>Free State – 2<br>Outside Free State - 0 | 6 | <b>TOTAL</b> | <b>20</b> |
|   | POINTS   |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| PRICE   | 80   |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| SPECIFIC GOALS  | 20   |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| Total points for Price and SPECIFIC GOALS   | 100  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| The specific goals allocated points in terms of this tender   | Number of points allocated (80/20 system)<br>(CSD will be Used to Check For Points Allocation)   |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| At least 50% HDI ownership  | 5  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| At least 50% Youth ownership  | 5  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| At least 50% Woman ownership  | 4  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| Locality:<br>Maluti-A-Phofung – 6<br>Thabo Mofutsanyana – 4<br>Free State – 2<br>Outside Free State - 0 | 6  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |
| <b>TOTAL</b>  | <b>20</b>  |  |        |       |    |                |    |   |     |   |  |                            |   |                              |   |                              |   |   |   |              |           |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause                | Addition or Variation to Standard Conditions of Tender  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|-----------------------|---|--|------|--|-----------|----------|---------|---------------------|------------------|--|---------------------|------------------|--|-----------------------|-------------|-----------|------|--|-------------|--|--|--|---------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|---------------------|-------------|-----------|------|--------------------|-------------------|--|--|
|                       | <p><b>Stage 4 – Risk Assessment or Analysis</b></p> <p style="text-align: center;"><b>Table 3: Risk Assessment</b></p> <table border="1"> <thead> <tr> <th colspan="3">Critical Section</th></tr> <tr> <th>Risk type</th><th>Category</th><th>Comment</th></tr> </thead> <tbody> <tr> <td>High Risk, Low rate</td><td>Deviation &lt; -10%</td><td>The bid will be rejected unless the bidder indicates clearly in his returnable how will he/she be able to complete the project at such low rate(s)</td></tr> <tr> <td>Low Risk, High Rate</td><td>Deviation &gt; +10%</td><td>Negotiations will be entered to, if the bidder receives highest evaluation score</td></tr> </tbody> </table> <p>The base rate will be used for this purpose.</p> <p><b>NB:</b> Only on satisfaction of all stages can a bidder be appointable. The municipality reserves the right to appoint or not to appoint.</p> <p><b>Recommendation</b></p> <p>It is recommended that Tsheseng/Fika Patso: Construction of 3km Paved Roads - Phase 1 as detailed in the report proceed with the bidding processes.</p> <p style="text-align: center;"><b>Table 4: Report Authentication</b></p> <table border="1"> <thead> <tr> <th>Full Name and Surname</th><th>Designation</th><th>Signature</th><th>Date</th></tr> </thead> <tbody> <tr> <td></td><td>Chairperson</td><td></td><td></td></tr> <tr> <td></td><td>Scriber</td><td></td><td></td></tr> <tr> <td></td><td>Member</td><td></td><td></td></tr> <tr> <td></td><td>Member</td><td></td><td></td></tr> <tr> <td></td><td>Member</td><td></td><td></td></tr> <tr> <td></td><td>Member</td><td></td><td></td></tr> <tr> <td></td><td>Member</td><td></td><td></td></tr> </tbody> </table> <p>Approved by Municipal Manager:</p> <p style="text-align: center;"><b>Table 5: Report Approval</b></p> <table border="1"> <thead> <tr> <th>Initial and Surname</th><th>Designation</th><th>Signature</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Adv. M.M. Mofokeng</td><td>Municipal Manager</td><td></td><td></td></tr> </tbody> </table> | Critical Section   |      |  | Risk type | Category | Comment | High Risk, Low rate | Deviation < -10% | The bid will be rejected unless the bidder indicates clearly in his returnable how will he/she be able to complete the project at such low rate(s) | Low Risk, High Rate | Deviation > +10% | Negotiations will be entered to, if the bidder receives highest evaluation score | Full Name and Surname | Designation | Signature | Date |  | Chairperson |  |  |  | Scriber |  |  |  | Member |  |  |  | Member |  |  |  | Member |  |  |  | Member |  |  |  | Member |  |  | Initial and Surname | Designation | Signature | Date | Adv. M.M. Mofokeng | Municipal Manager |  |  |
| Critical Section      |   |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| Risk type             | Category  | Comment  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| High Risk, Low rate   | Deviation < -10%  | The bid will be rejected unless the bidder indicates clearly in his returnable how will he/she be able to complete the project at such low rate(s) |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| Low Risk, High Rate   | Deviation > +10%  | Negotiations will be entered to, if the bidder receives highest evaluation score   |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| Full Name and Surname | Designation   | Signature  | Date |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|                       | Chairperson   |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
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|                       | Member  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|                       | Member  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|                       | Member  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|                       | Member  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
|                       | Member  |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| Initial and Surname   | Designation   | Signature  | Date |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |
| Adv. M.M. Mofokeng    | Municipal Manager   |  |      |  |           |          |         |                     |                  |  |                     |                  |  |                       |             |           |      |  |             |  |  |  |         |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |                     |             |           |      |                    |                   |  |  |

Contractor

Witness 1


Witness 2


Employer


Witness 1


Witness 2


| Clause | Addition or Variation to Standard Conditions of Tender   |
|--------|--|
| 3.9    | <p><i>Replace the item with the following:</i></p> <p>Check responsive tender offers for arithmetical errors.</p> <p>Correcting arithmetical errors in the following manner:</p> <p>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</p> <p>(b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p> <p>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.</p> |
| 3.11.3 | <p><i>Add the following:</i></p> <p>Up to 20 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of <b>Status Level of contributor</b> and who are found to be eligible for the preference claimed.</p> <p><b>80/20</b></p> <p>A maximum of 20 points (80/20 preference points system), will be allocated for specific goals. See attached table 1 that sets out the specific goals for this tender.</p> <p>(a) the promotion of SMMEs located in the local area: 10 Points</p> <p>(b) the promotion of enterprises owned by youth: 10 points</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Financial Offer and Preferences).</p>   |
| 3.11.7 | <p><i>Add the following:</i></p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> <p><math>NFO = W1 \times A</math>,</p> <p>Where: NFO is the number of tender evaluation points awarded for the financial offer<br/> W1 is the maximum possible evaluation points and is equal to 80<br/> A is formula 2, option 1 in Table F.1</p>   |


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

| Clause | Addition or Variation to Standard Conditions of Tender  |
|--------|---|
| 3.11.8 | <p><i>Replace the item with the following:</i></p> <p><b>Scoring preference</b></p> <p>The tenderer is required to submit a B-BBBEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see relevant form in Returnable Schedules). See also <a href="http://www.sanas.co.za">www.sanas.co.za</a> for details of accredited Verification Agencies.</p> |
| 3.12   | <p><i>Replace the item with the following:</i></p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>   |
| 3.13.1 | <p><i>Add the following new sub item to Item 3.13:</i></p> <p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>  |
| 3.16   | <p><i>Replace the item with the following:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>   |
| 3.17   | <p><i>Add the following:</i></p> <p>The successful tenderer shall receive one copy of the signed contract.</p>  |

**END OF SECTION**

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

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.3: STANDARD CONDITIONS OF TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART T1.3: STANDARD CONDITIONS OF TENDER**

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled “Annex F” is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

**Annex F**  
(normative)

**Standard Conditions of Tender**

**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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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
  - 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### **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.

**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.

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**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.

**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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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.

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

**F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**

**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

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

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 nonresponsive.

**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 as stated in the tender data.

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

#### **F.3.1 Respond to requests from the tenderer**

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

#### **F.3.5 Two-envelope system**

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

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

#### **F.3.6 Non-disclosure**

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

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

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

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

fraudulent practices.

### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

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

achieve the tendered total of the prices.

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

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

In the case of a financial offer:

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

**F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

In the case of a financial offer and quality:

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

formula:

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

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

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

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

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

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

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

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

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

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

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

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

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

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

W1 is the maximum possible number of tender evaluation points awarded for the financial

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Witness 1

Witness 2

Employer

Witness 1

Witness 2



offer as stated in the Tender Data.

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

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

| Formula  | Comparison aimed at achieving               | Option 1 <sup>a</sup>           | Option 2 <sup>a</sup> |
|--|---|---------------------------------|-----------------------|
| 1  | Highest price or discount                   | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$         |
| 2  | Lowest price or percentage commission / fee | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$         |
| <sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration. |   |                                 |                       |

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring quality

Score each of the criteria and subcriteria 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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- 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,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

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

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**CONTENTS**

| <b>Section</b> | <b>Description</b>         | <b>Page No</b> |
|----------------|----------------------------|----------------|
| PART T2.1      | MBD FORMS .....            | T2.1-3         |
| PART T2.2      | RETURNABLE DOCUMENTS ..... | T2.2-1         |
| PART T2.3      | RETURNABLE SCHEDULES ..... | T2.3-1         |

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|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
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**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.1: MBD FORMS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MBD FORMS CHECKLIST

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | MBD 1: INVITATION TO BID & COMPANY INFORMATION                        |
| <input checked="" type="checkbox"/> | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS                         |
| <input checked="" type="checkbox"/> | MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES)                     |
| <input checked="" type="checkbox"/> | MBD 3.2: PRICING SCHEDULE NON-FIRM PRICES (PURCHASES)                 |
| <input checked="" type="checkbox"/> | MBD 3.3: PRICING SCHEDULE (PROFESSIONAL SERVICES)                     |
| <input checked="" type="checkbox"/> | MBD 4: DECLARATION OF INTEREST  |
| <input checked="" type="checkbox"/> | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION                   |
| <input checked="" type="checkbox"/> | MBD 6.1: PREFERENCE POINTS CLAIM FORM                                 |
| <input checked="" type="checkbox"/> | MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT     |
| <input checked="" type="checkbox"/> | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| <input checked="" type="checkbox"/> | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION                   |

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|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor  | Witness 1   | Witness 2   | Employer    | Witness 1   | Witness 2   |

# INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MALUTI-A-PHOFUNG MUNICIPALITY**

|  |  |               |                   |               |       |
|--|--|---------------|-------------------|---------------|-------|
| BID NUMBER:  | SMC/BID02/2025/2026  | CLOSING DATE: | 25 September 2025 | CLOSING TIME: | 10H00 |
| DESCRIPTION  | MALUTI-A-PHOFUNG: CONSTRUCTION OF 3 KM PAVED ROAD AT TSHENG/FIKA PATSO |               |                   |               |       |
| 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 (STREET ADDRESS)

|   |                              |   |                              |         |
|---|------------------------------|---|------------------------------|---------|
| Setting Business Centre   |                              |   |                              |         |
| C/O Moremoholo & Motloung street  |                              |   |                              |         |
| Infrastructure Building   |                              |   |                              |         |
| Phuthaditjhaba  |                              |   |                              |         |
|   |                              |   |                              |         |
| <b>SUPPLIER INFORMATION</b>   |                              |   |                              |         |
| 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: |
| B-BBEE STATUS LEVEL VERIFICATION<br>CERTIFICATE<br><br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT | <input type="checkbox"/> Yes |         |
|   | <input type="checkbox"/> No  |   | <input type="checkbox"/> No  |         |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                              |   |                              |         |

10

Initial

|   |  |  |   |
|---|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED   |  | TOTAL BID PRICE  | R   |
| SIGNATURE OF BIDDER   | .....  | DATE   |   |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |  |   |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:   |  | TECHNICAL INFORMATION MAY BE DIRECTED TO:                                |   |
| DEPARTMENT  | Supply Chain   | CONTACT PERSON   | Mnr T. Selepe   |
| CONTACT PERSON  | M. Motsau  | TELEPHONE NUMBER   | (082) 760 2635  |
| TELEPHONE NUMBER  | (058)718 3878<br>(058) 718 3870  | FACSIMILE NUMBER   | n/a   |
| FACSIMILE NUMBER  | n/a  | E-MAIL ADDRESS   | stsepo@gmail.com<br>pmu.maluti@gmail.com  |
| E-MAIL ADDRESS  | mastokim@map.fs.gov.za<br>palesal@map.fs.gov.za                                    |  |   |

Initial



## PART B TERMS AND CONDITIONS FOR BIDDING

|  |  |  |  |  |   |  |  |  |  |  |
|--|--|--|--|--|---|--|--|--|--|--|
| <b>1. BID SUBMISSION:</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE 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.</p>  |  |  |  |  |   |  |  |  |  |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>  |  |  |  |  |   |  |  |  |  |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |  |  |  |   |  |  |  |  |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO </td> </tr> </table> <p><b>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.</b></p> | 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 |
| 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             |  |  |  |   |  |  |  |  |  |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Initial

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. 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.
3. **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? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

.....

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

Initial

- (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.

3.9 Have you been in the service of the state for the past twelve months? ..... **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? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

Initial

3.11 Are you, aware of any relationship (family, friend, other) between  
any other bidder and any persons in the service of the state who  
may be involved with the evaluation and or adjudication of this bid? **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? **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? **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. **YES / NO**

3.14.1 If yes, furnish particulars:  
.....  
.....

Initial

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

| Full Name | Identity Number | State Employee Number | Personal Income Tax Number |
|-----------|-----------------|-----------------------|----------------------------|
|           |                 |                       |                            |
|           |                 |                       |                            |
|           |                 |                       |                            |
|           |                 |                       |                            |
|           |                 |                       |                            |

**CERTIFICATION**

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

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

**I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE (which also includes cancellation of the bid).**

.....

Name of Bidder (Company)

.....

Position

.....

Signature

.....

Date

Initial

## 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:

|   | POINTS |
|---|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

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

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

Initial

organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

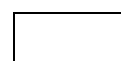
Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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



Initial

and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to 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.)***

| <b>The specific goals allocated points in terms of this tender</b>                                      | <b>Number of points allocated<br/>(80/20 system)<br/>(CSD will be Used to Check For Points Allocation)</b> |
|---|--|
| At least 50% HDI ownership  | 5  |
| At least 50% Youth ownership  | 5  |
| At least 50% Woman ownership  | 4  |
| Locality:<br>Maluti-A-Phofung – 6<br>Thabo Mofutsanyana – 4<br>Free State – 2<br>Outside Free State - 0 | 6  |
| <b>TOTAL</b>  | <b>20</b>  |

Initial



Notes to complete table for specific goals:

**THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.**

**A: Locality of supplier. Tenderers should complete one relevant row for points claimed.**

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), **accompanied** by tax invoice/statement of account from the estate agent / landlord not older than three (3) months; or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths **must** be attached indicating that the company/enterprise is operating from the stated address, **accompanied** by their municipal rates and taxes statement (not older than three (3) months).

*NB: If no proof is attached the tenderer will not be awarded the points claimed.*

**B: Youth Ownership. Tenderers should complete one relevant row for points claimed.**

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.

*NB: If no proof is attached the tenderer will not be awarded the points claimed.*

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

|  |
|--|
|  |
|--|

Initial

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

Initial

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

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

Initial

|             |  |                                 |                                |
|-------------|--|---------------------------------|--------------------------------|
| 4.2.1       | If so, furnish particulars:  |                                 |                                |
| 4.3         | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:  |                                 |                                |
| <b>Item</b> | <b>Question</b>  | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:  |                                 |                                |
| 4.5         | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:  |                                 |                                |

Initial

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**Initial**

**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.

Initial

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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:

Initial

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<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.

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.

Initial



.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Initial

**PART A (TO BE COMPLETED BY RELEVANT MUNICIPALITY)**

Name of the Municipality:

Property Physical Address:

Company Registration Name:

Official's Name: \_\_\_\_\_

Municipality Stamp Here

Signature: \_\_\_\_\_

Contact Details: \_\_\_\_\_

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

**Please tick whether in arrears or up-to-date**

Rates and taxes: Up-to-date / in arrears for more than 3 months: R \_\_\_\_\_

**PART B (TO BE COMPLETED BY THE LANDLORD)**

Name of the Landlord:

Property Physical address:

Company Registration Name:

Landlord Signature:

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

Landlord's business stamp here

Or an Affidavit from SAPS

( in the event the landlord does not have

A business stamp

**Please tick whether up-to-date or in arrears**

Rental: Up-to-date / in arrears for more than 3 months: R \_\_\_\_\_

Municipal services: Up-to-date / in arrears for more than 3 months: R \_\_\_\_\_

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

---

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.2: RETURNABLE DOCUMENTS**

---

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART T2.2: RETURNABLE DOCUMENTS**

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents required for tender evaluation purposes:**

- (a) Submission of CSD Registration Report with National Treasury Central Supplier Database (CSD). The report must not be older than 28 days from the close of the tender. The report must indicate the following:
  - i) Bank Account Verification status as "Verification Succeeded"
  - ii) TAX information Overall Tax Status as "Tax Compliant"
- (b) Certified Company's registration documents,
- (c) Certified copies of the identity documents the company's directors (not older than six (6) months (180 days),
- (d) Company's Tax Clearance Certificate/TCC Pin,
- (e) Joint venture agreement (if the tenderer is a joint venture).

In terms of Joint Venture: bidders must attach a joint venture agreement and ID (preferably certified) copies of the Company's Directors; further to this, parties to the joint venture agreement must ensure that they submit all the required compulsory documents for each company as stated in the advert.

- (f) A copy of the bidder's registration and grading certificate with the CIDB
- (g) Certified valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body.
- (h) Municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or

A Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or

A completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or

An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or

A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent/ landlord not older than three (3) months; or

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the

company/enterprise is operating from the stated address, accompanied by their municipal rates and taxes statement (not older than three (3) months).

- (i) Certified Appointment and Completion Letters
- (j) CV of Site agent or Site Manager
- (k) Certified copies of Plant ownership or letter of intend
- (l) Proof of purchase or receipt for bid document
- (m) Three years audited financial statement
- (n) Copy of Company Profile

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A: Central Supplier Database (CSD) Full Report**

Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B: Certified Company's registration documents**

Attach Document

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C: Certified copies of the identity documents the company's directors (not older than six (6) months (180 days))**

Attach Document

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

**D: Company's Tax Clearance Certificate/TCC Pin**

Attach Document

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

**E: Joint venture agreement (if the tenderer is a joint venture)**

Attach Document

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

**F: Copy of the bidder's registration and grading certificate with the CIDB**

Attach Document

---

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

**G: Certified valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body**

# Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**H: Municipal rates and taxes statement, which is in the name of the company, not older than three (3) months**

Attach Document

---

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

|  |                         |
|--|-------------------------|
| <b>PART A (TO BE COMPLETED BY RELEVANT MUNICIPALITY)</b>   |                         |
| Name of the Municipality:  |                         |
| Property Physical Address:   |                         |
| Company Registration Name:   |                         |
| Official's Name: _____   | Municipality Stamp Here |
| <div style="display: flex; justify-content: space-between;"> <span>Signature: _____</span> <span>Contact Details: _____</span> </div>  |                         |
| Date: _____  |                         |
| <b>Please tick whether in arrears or up-to-date</b><br>Rates and taxes: Up-to-date    /    in arrears for more than 3 months: R _____  |                         |
| <b>PART B (TO BE COMPLETED BY THE LANDLORD)</b>  |                         |
| Name of the Landlord:  |                         |
| Property Physical address:   |                         |
| Company Registration Name:   |                         |
| Landlord Signature:  |                         |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Date: _____         </div> <div style="width: 50%; text-align: right;">           Landlord's business stamp here<br/><br/>           Or an Affidavit from SAPS<br/><br/>           ( in the event the landlord does not have<br/>           A business stamp         </div> </div>                            |                         |
| <b>Please tick whether up-to-date or in arrears</b><br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Rental:                      Up-to-date /    in arrears for more than 3 months: R _____         </div> <div style="width: 50%;">           Municipal services:    Up-to-date /    in arrears for more than 3 months: R _____         </div> </div> |                         |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**I: Certified Appointment and Completion Letters**

Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**J: CV of Site agent or Site Manager**

Attach Document

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**K: Certified copies of Plant ownership or letter of intend**

Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**L: Proof of purchase or receipt for bid document**

Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**M: Three years audited financial statement**

Attach Document

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

**N: Copy of Company Profile**

Attach Document

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.3: RETURNABLE SCHEDULES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART T2.3: RETURNABLE SCHEDULES**

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents that will become part of the Contract:**

|                | <b>INDEX</b>                                     |                |
|----------------|--|----------------|
| <b>Section</b> | <b>Description</b>                               | <b>Page No</b> |
| T2.3.1         | Alterations by Tenderer .....                    | T2.3-3         |
| T2.3.2         | Works Previously Executed .....                  | T2.3-4         |
| T2.3.3         | Present Commitments .....                        | T2.3-5         |
| T2.3.4         | Supervisory and Safety Personnel .....           | T2.3-6         |
| T2.3.5         | Contract Participation Goal (CPG) Schedule ..... | T2.3-7         |
| T2.3.6         | Labour Utilisation .....                         | T2.3-9         |
| T2.3.7         | Compliance with OHSA (Act 85 of 1993).....       | T2.3-11        |
| T2.3.8         | Plant and Equipment .....                        | T2.3-12        |
| T2.3.9         | Sub-contractors .....                            | T2.3-13        |
| T2.3.10        | Site Inspection Certificate .....                | T2.3-14        |
| T2.3.11        | Authority of Signatory .....                     | T2.3-15        |
| T2.3.12        | Joint Venture Agreement .....                    | T2.3-16        |
| T2.3.13        | Declaration of Interest.....                     | T2.3-18        |

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|             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor  | Witness 1   | Witness 2   | Employer    | Witness 1   | Witness 2   |

### T2.3.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

| Page | Clause or Item |
|------|----------------|
|      |                |

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.2: WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

| Employer | Engineer | Nature of Works | Value of Works | Duration and Completion Date |
|----------|----------|-----------------|----------------|------------------------------|
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |

A separate list may be attached to this page if the space above is insufficient.

SIGNATURE OF TENDERER: ..... DATE: .....

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

T2.3.3: PRESENT COMMITMENTS

| Employer | Engineer | Nature of Works | Value of Works | Duration and Completion Date |
|----------|----------|-----------------|----------------|------------------------------|
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |
|          |          |                 |                |                              |

A separate list may be attached to this page if the space above is insufficient.

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.4: SUPERVISORY AND SAFETY PERSONNEL

| Description                            | Name and Surname | % Time to be spend on Site | Position Occupied (Current) | Years with Company | Highest Qualification | Total Years of Experience |
|--|------------------|----------------------------|-----------------------------|--------------------|-----------------------|---------------------------|
| Contracts Site Manager                 |                  |                            |                             |                    |                       |                           |
|  |                  |                            |                             |                    |                       |                           |
| Contractor's Site Agent                |                  |                            |                             |                    |                       |                           |
|  |                  |                            |                             |                    |                       |                           |
| Contractor's Foremen                   |                  |                            |                             |                    |                       |                           |
|  |                  |                            |                             |                    |                       |                           |
| Construction Health and Safety Officer |                  |                            |                             |                    |                       |                           |
|  |                  |                            |                             |                    |                       |                           |

Tenderers shall indicate the percentage of working time these persons will be engaged on site.

SIGNATURE OF TENDERER: ..... DATE: .....

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

## **T2.3.5: CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR**

### **1. DEFINITIONS**

The following definitions shall apply to this schedule:

#### **1.1 Targeted labour**

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

#### **1.2 Target Group**

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

#### **1.3 Target Area**

The target area is defined as the area resorting under the Mangaung Metro Areas, in which the project is located.

### **2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS**

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

### **3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5**

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

*ADD THE FOLLOWING TO 3.1.1:*

"Targeted labour shall be engaged in the performance of the contract to the maximum value of **49%** of the Net Amount as defined in 2.6 of SANS 1914-5."

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### 4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 1.0 \times \frac{(D - D_o)}{(100)} \times N_A$$

where:

- D = tendered Contract Participation Goal percentage
- D<sub>o</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

#### 5. TENDERED CONTRACT PARTICIPATION GOAL

I/we hereby tender a Contract Participation Goal of \_\_\_\_\_% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE: ..... NAME: .....

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### T2.3.6: 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/her 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/her portion of the works
- (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/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

**3. Artisan**

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

**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

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

(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.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

- |    |   |          |
|----|---|----------|
| 1. | Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations?  | YES / NO |
| 2. | Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).<br>.....   |          |
| 3. | Does the Contractor have a health and safety policy? (If yes, provide a copy).<br>How is this policy communicated to all employees?<br>.....  | YES / NO |
| 4. | Does the Contractor keep records of safety aspects of each construction site?<br>If yes, what records are kept?<br>.....  | YES / NO |
| 5. | Does the Contractor conduct monthly safety meetings? If yes, who is the<br>chairperson of the meeting, and who attends these meetings?<br>.....   | YES / NO |
| 6. | Does the Contractor have a safety officer in his employment, responsible for the<br>overall safety of his company?<br>If yes, please explain his duties and provide a copy of his CV.<br>.....<br>..... | YES / NO |
| 7. | Does the Contractor have trained first aid employees? If yes, indicate who.<br>.....  | YES / NO |
| 8. | Does the Contractor have a safety induction training programme in place?<br>(If yes, provide a copy).   | YES / NO |

SIGNATURE OF TENDERER: ..... DATE: .....

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Contractor

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Witness 1

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Witness 2

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Employer

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|  |
|--|

Witness 1

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|  |
|--|

Witness 2



### T2.3.8: PLANT AND EQUIPMENT

1. Major Plant and Equipment owned and available for this Contract:


| Quantity | Size, Description, Capacity, etc |
|----------|----------------------------------|
|          |                                  |


2. Major Plant and Equipment that will be acquired (renting or buying) for this contract if my/our tender is accepted:


| Quantity | Size, Description, Capacity, etc |
|----------|----------------------------------|
|          |                                  |


SIGNATURE OF TENDERER: ..... DATE: .....


---


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

### T2.3.9: SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

| Company | Portion of Contract | Approx. Value |
|---------|---------------------|---------------|
|         |                     |               |

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### T2.3.10: 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 compulsory 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....

FOR THE ENGINEER: ..... (signed)

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|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- |     |   |                          |
|-----|---|--------------------------|
| (a) | A company, and attach hereto a certified copy of the required resolution of the Board of Directors  | <input type="checkbox"/> |
| (b) | A partnership, and attach hereto a certified copy of the required resolution by all partners  | <input type="checkbox"/> |
| (c) | A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials                                      | <input type="checkbox"/> |
| (d) | A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender                             | <input type="checkbox"/> |
| (e) | A joint venture, and attach hereto:   | <input type="checkbox"/> |
|     | • A notarial certified copy of the original document under which the joint venture was constituted  | <input type="checkbox"/> |
|     | • Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture | <input type="checkbox"/> |

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

**T2.3.12: JOINT VENTURE AGREEMENT**

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture: .....

.....

.....

Consisting of the following businesses (Joining Entities)

| NAME JOINING ENTITY | TAX No | PROPORTIONAL PAYMENT<br>THAT WILL BE RECEIVED<br>UNDER THIS CONTRACT |
|---------------------|--------|--|
| .....               | .....  | .....%   |
| .....               | .....  | .....%   |
| .....               | .....  | .....%   |
| .....               | .....  | .....%   |
| .....               | .....  | .....%   |

The above-mentioned Joint venture will execute the Contract under the management of (full name)  
.....  
who is an employee of (name of joining entity) .....;  
and in accordance with any further agreements as attached to this document, titled  
.....  
and dated .....(if applicable).  
Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)  
.....  
who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

---

|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

| JOINING ENTITY AND POSITION | FULL NAME (Position) | SIGNATURE | DATE  |
|-----------------------------|----------------------|-----------|-------|
| .....                       | .....                | .....     | ..... |
| .....                       | .....                | .....     | ..... |
| .....                       | .....                | .....     | ..... |
| .....                       | .....                | .....     | ..... |
| .....                       | .....                | .....     | ..... |

|            |    |       |       |       |
|------------|----|-------|-------|-------|
| WITNESSES: | 1. | ..... | ..... | ..... |
|            | 2. | ..... | ..... | ..... |

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|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

### T2.3.13: DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

|  | <u>YES</u>               | <u>NO</u>                |
|--|--------------------------|--------------------------|
| (1) Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months   | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months    | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector   | <input type="checkbox"/> | <input type="checkbox"/> |

SIGNATURE OF TENDERER: ..... DATE: .....

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

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

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

#### **CONTENTS**

| <b>Section</b>   | <b>Description</b>   | <b>Page No</b> |
|------------------|--|----------------|
| <b>PART C1.1</b> | <b>FORM OF OFFER AND ACCEPTANCE .....</b>                        | <b>C1.1-4</b>  |
| <b>PART C1.2</b> | <b>CONTRACT DATA .....</b>                                       | <b>C1.2-1</b>  |
|                  | PART 1: Data provided by Employer .....                          | C1.2-4         |
|                  | PART 2: Data provided by Contractor .....                        | C1.2-11        |
| <b>PART C1.3</b> | Form of Guarantee .....  | C1.3-2         |
| <b>PART C1.4</b> | Ministerial Determination - Special Public Works Programmes..... | C1.4-1         |
| <b>PART C1.5</b> | Health and Safety Specifications by Employer .....               | C1.5-1         |

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

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.1: FORM OF OFFER AND ACCEPTANCE**

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|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C1.1: FORM OF OFFER AND ACCEPTANCE**

##### **OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of this tender.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, 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:

| AMOUNT | AMOUNT IN WORDS |
|--------|-----------------|
| R      |                 |
|        |                 |

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.

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: ..... DATE: .....

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| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor  | Witness 1   | Witness 2   | Employer    | Witness 1   | Witness 2   |

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

|         |   |
|---------|---|
| Part T1 | Tendering Procedures  |
| Part T2 | Returnable Documents  |
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work   |
| Part C4 | Site Information  |
| Part C5 | Annexures   |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil 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 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.

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

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

## 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.
  - 4.1 Subject .....  
Details .....
  - 4.2 Subject.....  
Details .....
  - 4.3 Subject.....  
Details .....
  - 4.4 Subject.....  
Details .....
  - 4.5 Subject.....  
Details .....
  - 4.6 Subject.....  
Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change 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.

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

**FOR THE TENDERER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(NAME AND ADDRESS OF ORGANISATION) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**FOR THE EMPLOYER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE EMPLOYER: .....

(Name and address of organisation) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.2: CONTRACT DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C1.2: CONTRACT DATA**

##### **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2010 that applies to this Contract (see Notes on the next page).

##### **NOTES**

###### **Note 1**

The Edition Number (3<sup>rd</sup> Edition, 2015) must not be confused with its **print edition** number. The 2<sup>nd</sup> Edition, 2010 in itself has had various print editions since its initial publication, and various early print editions of the 3<sup>rd</sup> Edition, 2015 contain General Conditions (and text elsewhere in the publication) that have been amended in later print editions. It is therefore important that a correct print edition be used for this contract.

The print edition number or print number appears as the last line of text on a non-numbered page that precedes page iii in the beginning of the publication for each of the Revised Second Print, Revised Third Print. No such print edition number appears for the First Print, i.e. the print edition preceding the Revised Second Print.

The following print editions of the GCC specifically apply to this contract:

- 3<sup>rd</sup> Edition, 2015

The following early print editions of the 3<sup>rd</sup> Edition, 2015 specifically do **not** apply to this contract:

- Any copy of the 3<sup>rd</sup> Edition, 2015 where the print edition number is not shown
- Revised Second Print
- Revised Third Print.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Note 2

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

## Note 3

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.

## CONTRACT DATA

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   |
|----------|---|
| 1.1.1.12 | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1."</p>  |
| 1.1.1.14 | <p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>"This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be not more than 6 <b>Months</b>"</p> |
| 1.1.1.15 | The Employer is <b>Maluti-A-Phofung Local Municipality</b> .  |
| 1.1.1.16 | The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm <b>Phethogo Consulting</b> to fulfil the functions of the Engineer in terms of the Conditions of Contract.  |
| 1.2      | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p>  |

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Contractor

Witness 1

Witness 2


Employer


Witness 1


Witness 2


| Clause | Contract Data   |
|--------|---|
|        | <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>   |
| 1.3.5  | <p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></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 as accorded by law), 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>   |
| 4.1.2  | <p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 'As-Built' drawings in DXF electronic format after completion of the Works.</p> <p>4.1.2.6 Final survey by independent professional registered surveyor.</p> <p>The Contractor shall be responsible for the design of the Temporary Works."</p> |
| 4.3.1  | <p>Compliance with applicable laws.</p> <p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, 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>  |


  
Contractor

  
Witness 1

  
Witness 2


  
Employer


  
Witness 1


  
Witness 2


| Clause | Contract Data   |
|--------|---|
|        | <p><b>4.3.1.2 OHS requirements</b></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. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p> <p><b>4.3.1.3 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> <p><b>4.3.1.4 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> <p><b>4.3.1.5 Contractor's Designer</b></p> <p>The Contractor and his/her 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> |
| 4.4.4  | <p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular</p>  |


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

| Clause  | Contract Data   |
|---------|---|
|         | portions of the Works concerned.”   |
| 4.10    | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.”</p>   |
| 5.3.1   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Contractor shall commence executing the works within a period of 14 working days from the date of the written instruction by the Engineer unless otherwise agreed.</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>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> <li>• Cashflow”</li> </ul> |
| 5.5.1   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The time for Completion shall not be more than 12 months from Commencement Date, including year-end break/s. the tenderer shall indicate their proposed construction period”</p>  |
| 5.6.2.6 | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Commencement date after all documents after all documents are submitted</p>   |
| 5.7.1   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“No such instruction by the Engineer to expedite progress shall be the subject of additional</p>   |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause   | Contract Data   |
|----------|---|
|          | compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.”  |
| 5.8.1    | <p>The non-working Days are Sundays</p> <p>The special non-working Days are:</p> <p>Statutory public holidays and annual year-end shutdown period 17 December 2024 until 6 January 2024 and 15 December 2025 to 5 January 2026</p>  |
| 5.13.1   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Penalty per day shall be R 3 000,00 per calendar day.”</p>  |
| 6.1      | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></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><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee 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 Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”</p> |
| 6.2.2    | <i>DELETE THIS CLAUSE.</i>  |
| 6.8.2    | The application of a contract price adjustment will <b>NOT</b> apply to this Contract.  |
| 6.8.4    | <i>DELETE THE WORDS</i> “between the Employer and the Contractor”.  |
| 6.10.1.5 | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage limit for materials not yet built into the Permanent Works is 80%.”</p>  |

Contractor

Witness 1


Witness 2


Employer


Witness 1


Witness 2


| Clause    | Contract Data   |
|-----------|---|
| 6.10.3    | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect."</p>   |
| 6.10.4    | <p><i>IN LINE 4 DELETE THE WORD "said" AND INSERT THE WORD "correct".</i></p>   |
| 6.10.5.3  | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Defects Liability Period will be 12 months."</p>  |
| 6.11.1.3  | <p><i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE "15 %" AND REPLACE IT WITH "25 %".</i></p>   |
| 8.6.1.3   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Limit of indemnity shall be R 5 million per event, the number of events being unlimited."</p>   |
| 8.6.1.5   | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required:</p> <p>Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."</p> |
| 8.6.6     | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."</p>   |
| 9.2.1.3.7 | <p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>"The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"</p>   |
| 10.7.1    | <p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>   |


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.3: FORM OF GUARANTEE**

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|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

### **GUARANTEE FOR EXECUTION OF THE CONTRACT**

Employer : Maluti-A-Phofung Local  
Municipality

Contractor : .....  
.....  
.....  
.....  
.....

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

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I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions non numeratae pecuniae, non causa debiti excussionis et divisionis and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: .....

The Company chooses as its domicilium citandi et executandi, and for the purpose of the service of any notices and legal processes the following address:

..... (insert address)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THUS DONE AND SIGNED AT ..... ON ..... 20.....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

In the presence of the following witnesses:

Witness No 1:

.....  
NAME

.....  
SIGNATURE

Witness No 2:

.....  
NAME

.....  
SIGNATURE

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

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.4: Ministerial Determination –  
Special Public Works Programmes**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No. 23045

GOVERNMENT GAZETTE, 25 JANUARY 2002

DEPARTMENT OF LABOUR

No. R 63

25 January 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

**MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES**

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA  
Minister of Labour

**SCHEDULE**

**MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS PROGRAMMES**

**Index**

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1. Definitions
  2. Application of this determination
  3. Sections not applicable to public works programmes
  4. Conditions
- 

**1. Definitions**

- 1.1 In this determination –

“special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour intensive programme initiated by government and funded from public resources.

- 1.2 Without limiting subsection (1), the following programmes constitute special public works programmes:

- (a) Working for Water
- (b) Community based public works
- (c) Coastal Care
- (d) Sustainable Rural Development (DPLG)
- (e) Landcare
- (f) Community Water and Sanitation
- (g) Arts & Culture poverty relief projects

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2. Application

This Determination applies to all employers and employees engaged in public works programmes.

## 3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

|      |                      |  |
|------|----------------------|--|
| 3.1  | Section 10(2)        | (Overtime rate)  |
| 3.2  | Section 11           | (Compressed working week)  |
| 3.3  | Section 14(3)        | (Remuneration required for meal intervals of longer than 75 minutes) |
| 3.4  | Section 16           | (Pay for work on Sundays)  |
| 3.5  | Section 17(1) & (2)  | (Payment of night shift allowance and supply of Transportation)      |
| 3.6  | Section 20           | (Annual leave)   |
| 3.7  | Section 21           | (Pay for annual leave)   |
| 3.8  | Section 22           | (Sick leave)   |
| 3.9  | Section 25 (2) & (3) | (Commencement of maternity leave and return to work)                 |
| 3.10 | Section 26(2)        | (Alternative work for pregnant women)                                |
| 3.11 | Section 27           | (Family responsibility leave)  |
| 3.12 | Section 29(h) to (p) | (Written particulars of employment)                                  |
| 3.13 | Section 30           | (Display of employee's rights)                                       |
| 3.14 | Section 33(1)(g)     | (Information about remuneration)                                     |
| 3.15 | Section 34(1)(a)     | (Deduction by individual agreement)                                  |
| 3.16 | Section 34(2) & (3)  | (Deduction of damages caused by employee)                            |
| 3.17 | Section 37           | (Notice of termination)  |
| 3.18 | Section 38           | (Payment instead of notice)  |
| 3.19 | Section 39           | (Notice for employees in employer supplied accommodation)            |
| 3.20 | Section 40           | (Payment of outstanding amounts on termination)                      |
| 3.21 | Section 41           | (Severance pay)  |
| 3.22 | Section 42(c)        | (Certificate of services)  |
| 3.23 | Section 51 – 58      | (Sectoral Determinations)  |
| 3.24 | Section 84           | (Duration of employment)   |

## 4. Conditions

As set out in the Annexure:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## ANNEXURE

### CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

#### 1. Introduction

- 1.1 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 –

- (a) “department means any department of the State, implementing agent of contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

#### 2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on s SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

#### 3. Normal hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week;
  - (b) on more than five days in any week; and
  - (b) for more than eight hour on any day.
- 3.2 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.3 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.

**4. Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 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.
- 4.4 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.

**5. Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 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.

**6. 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.

**7. 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").

**8. Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 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 –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 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.
- 9.10 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 Disease Act.

**9. Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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 their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth;
  - (b) on an earlier date –

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) 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.
- 10.6 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.
- 10.7 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.

#### **10. Family responsibility leave**

- 11.1 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:
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

#### **11. Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment -
- (a) the employer's name and address and the name of the SPWP.
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.

An employer must ensure that these 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **12. Keeping Records**

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

- (a) the worker's name and position,
- (b) in the case of a task-rated worker, the number of tasks completed by the worker,
- (c) in the case of a time-rated worker, the time worked by the worker,
- (d) 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.

## **13. Payment**

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

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

14.3 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.

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

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

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work.
- (c) In a sealed envelope which becomes the property of the worker.

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

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 14.9 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.

**14. Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 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
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**15. Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person
  - (b) obey and health and safety instruction
  - (c) Obey all health and safety rules of the SPWP
  - (d) Use any personal protective equipment or clothing issued by the employer.
  - (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**16. Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**17. Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 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.
- 18.4 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.
- 18.5 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.

**18. Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP; and
  - (g) any other information agreed on by the employer and worker.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.5: Health and Safety  
Specifications by Employer**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

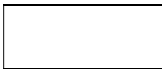
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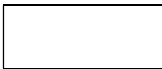
##### **INDEX**

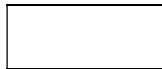
| <b>Section</b> | <b>Description</b>  | <b>Page No</b> |
|----------------|---|----------------|
| 1.             | Introduction.....   | C1.5-2         |
| 2.             | Reference Documents.....  | C1.5-2         |
| 3.             | Definitions.....  | C1.5-2         |
| 4.             | Responsibilities.....   | C1.5-4         |
| 5.             | Objectives and Targets.....   | C1.5-7         |
| 6.             | Implementation of the Occupational Health and Safety Specification..... | C1.5-7         |
| 7.             | Application of the Health and Safety Specification.....                 | C1.5-7         |
| 8.             | Health and Safety in Practice.....                                      | C1.5-12        |
| 9.             | Mandatory Agreement.....  | C1.5-33        |
| 10.            | Measurement and Payment.....  | C1.5-37        |

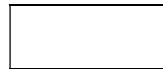
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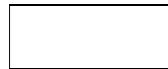
  
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Witness 1

  
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Employer

  
Witness 1

  
Witness 2

**1. INTRODUCTION**

**1.1 Purpose and Scope**

This document describes the requirements of compliance to which the Contractor is to adhere in relation to the scope of works.

This document defines the minimum management requirement that is to be implemented by the Contractor for the management of Health and Safety on the project.

The aim of this document is to present the safety aspects that need to be controlled and managed on the project.

**2. REFERENCE DOCUMENTS**

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2014.
- The Construction Kit. (CD)

**3. DEFINITIONS**

**3.1 Construction work**

Means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**3.2 Competent Person**

Means a person who –


- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the Act and with the applicable regulations made under the Act.


**3.3 Hazard Identification and Risk Assessment and Risk Control (HRA)**

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**3.4 Site**

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor / Contractor, and approved for such use by the Engineer and/or client.

**3.5 The Act**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under (OHSA).

**3.6 Hazard**

Means a source of or exposure to danger (source which may cause injury or damage to persons, property.

**3.7 Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

**3.8 Principal Contractor**

Means an employer appointed by the client to perform construction work.

**3.9 Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, irritant or as phyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

**3.10 Construction Plant (TEM)**

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

**3.11 Contractor**

Means an employer who performs construction work.

**3.12 Health and Safety Program**

Encompasses the Contractor safety planning spreadsheet.

**3.13 Health and Safety Plan (HSP)**

Means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

**3.14 Health and Safety File**

Means a file, or other record containing the information in writing required by these Regulations.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **4. RESPONSIBILITIES**

##### **4.1 Notification of Intention to Commence Construction Work**

A Contractor who intends to carry out any construction work, must at least 7 days before that work is to be carried out notify the provincial director in writing, if the intended construction work will—

- a) Include excavation work;
- b) Include working at a height where there is risk of falling;
- c) Include the demolition of a structure; or
- d) Include the use of explosives to perform construction work.

(A Contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client, who is going to reside in such dwelling upon completion, must at least 7 days before that work is to be carried out notify the provincial director in writing)

##### **4.2 Duties of Principal Contractor and Contractor**

1. A Principal Contractor must –

- (a) provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a Contractor; and
- (c) on appointing any other Contractor, in order to ensure compliance with the provisions of the Act:
  - (i) provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - (ii) ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - (iii) ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - (iv) ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
  - (v) appoint each Contractor in writing for the part of the project on the construction site;
  - (vi) take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
  - (vii) ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
  - (viii) stop any Contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

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Contractor

Witness 1

Witness 2

Employer


Witness 1


Witness 2

- (ix) where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely; and
    - (x) discuss and negotiate with the Contractor the contents of the health and safety plan, and must thereafter finally approve that plan for implementation;
  - (d) ensure that a copy of his or her health and safety plan, as well as the Contractor's health and safety plan, is available on request to an employee, an inspector, a Contractor, the client or the client's agent;
  - (e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation, include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
  - (f) in addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
  - (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.
2. A Contractor must prior to performing any construction work -
- a) provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the Principal Contractor), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
  - b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the Principal Contractor;
  - c) before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
  - d) co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
  - e) 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 construction work on the site, 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.
3. Where a Contractor appoints another Contractor to perform construction work, that apply to the Principal Contractor apply to the Contractor as if he or she were the Principal Contractor.
- a) A Contractor must take reasonable steps to ensure co-operation between all Contractors appointed by the Principal Contractor to enable each of those Contractors to comply with these Regulations.
  - b) No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
  - c) A Contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- d) A Contractor must at all times keep on his or her construction site records of the health and safety induction training, and such records must be made available on request to an inspector, the client, the client's agent or the Principal Contractor;
- e) A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

#### **4.3 Safety Officer Appointment**

The appointment of a full-time safety officer is optional, however it is compulsory to provide the name and CV of your elected part-time safety officer to the CLIENT prior work commencing on site. The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the CLIENT or his appointed representative.

#### **4.4 Risk Assessment Competent Person**

The Contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

#### **4.5 Competency for Principal Contractor / Contractor Responsible Persons**

The Contractor shall ensure that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the CLIENT prior to commencement of activities on site.

#### **4.6 Health and Safety Plan**

The Contractor shall provide to the CLIENT, a Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to the CLIENT before work commences on site.

#### **4.7 Health and Safety Representatives**

The Contractor shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity. The Contractor shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for CLIENT auditing purposes and that deviations recorded are reported to the responsible supervisor within the designated person's area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Joint Health and Safety Committee Meetings.

### **5. OBJECTIVES AND TARGETS**

The Principal Contractor / Contractor shall include in the Health and Safety Plan the Principal Contractor/Contractors objectives and targets for the project.

The Principal Contractor / Contractor shall define in the Health and Safety Plan, the method of planning to be used on the project and the procedures to be adhered to. The Principal Contractor /

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor shall be required to utilize the NOSA Construction Kit as a minimum on the project.

## **6. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The Contractor shall ensure that the CLIENT Health and Safety Specification is implemented on the project through the Principal Contractor / Contractor S Health and Safety Plan which must be submitted to the CLIENT for approval prior work commencing on site.

## **7. APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION**

### **7.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The Contractor shall ensure a letter of good standing will be provided to the CLIENT prior to work commencing on site for reference purposes as proof of good standing.

The Contractor shall ensure all other Principal Contractor / Contractor S appointed also complies with the above requirements defined in the COIDA.

### **7.2 Occupational Health and Safety Policy**

The Contractor Health and Safety Policy are to be attached to the Health and Safety Plan for review by the CLIENT.

### **7.3 Risk Assessment**

1. A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include –
  - (a) the identification of the risks and hazards to which persons may be exposed to;
  - (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
  - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
  - (d) a monitoring plan; and
  - (e) A review plan.
2. A Contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
3. A Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
4. A Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. A Contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A Contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A Contractor must review the relevant risk assessment –
  - a) Where changes are effected to the design and or construction that result in a change to the risk profile; or
  - b) When an incident has occurred.

All Risk Assessments conducted on site must be forwarded to the CLIENT for approval.

The Contractor must ensure that training forms part of the risk assessment process and proof of training attendance is made available to the CLIENT upon request.

The Contractor shall ensure a risk assessment team be established comprising members as follows, but not limited to:

- Health and Safety Representative(s).
- Health and Safety Committee Member(s).
- Management Representative / Principal Contractor / Contractor
- Person with skill / knowledge of task to be performed.

Method Statements and Safe Work Procedures must form part of the Risk Assessment Process.

#### **7.4 Health and Safety Committee**

The Contractor shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to the CLIENT upon request.

The Contractor shall ensure an attendance register and minutes are kept for auditing purposes by the CLIENT. A copy of all minutes must be forwarded to the CLIENT monthly.

#### **7.5 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is required of the Contractor to provide to the CLIENT a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

##### **7.5.1 Induction Training**

Induction training must be attended by all Principal Contractor / Contractor with the CLIENT which shall be separate to the Principal Contractor / Contractor own induction training requirement. The Contractor must keep records of all attendees to the induction and provide records of the same during the CLIENT site audits.

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

**7.5.2 Awareness Training (Toolbox Talks)**

Weekly awareness training must be conducted and records of these must be made available to the CLIENT upon request.

**7.5.3 Competency**

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the CLIENT upon request. (This shall include operator accordance training and assessments)

**7.5.4 First Aid and Health & Safety Representative Training**

Principal Contractor / Contractor shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders to the CLIENT, which must be available on site for auditing purposes.

**7.6 General Record Keeping**

The Contractor must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the CLIENT.

Further to the requirements set out above, the Contractor must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in the CLIENT Specification the Contractor must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the CLIENT upon completion of construction.

**7.6.1 Statistics**

The Contractor must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to the CLIENT. All documents shall be made available to the CLIENT for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to during construction:

DIFR (Disabling Injury Frequency Rate)  $\frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate)  $\frac{\text{Days Lost} \times 1\,000}{\text{Man-hours}}$

**7.6.2 General Inspection, Monitoring and Reporting**

The Principal Contractor / Contractor shall comply with the requirements set out by the CLIENT. The Principal Contractor / Contractor must provide to the CLIENT a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Principal Contractor / Contractor shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

### **7.6.3 Internal Audits**

Internal audits shall be conducted a minimum once per month by the CLIENT or client's appointed Safety Manager / Officer.

The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings. The Contractor must also conduct its own internal audits, the results of which must be submitted to the CLIENT monthly.

### **7.7 Incentives**

Incentive schemes are left to the discretion of the Principal Contractor/ Contractor.

### **7.8 Penalties**

Non-compliance with the CLIENT safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the Principal Contractor/ Contractor.

### **7.9 Emergency Procedures**

The Contractor must make available to the CLIENT a detailed Emergency Plan to tie into the evacuation plan already in place on the CLIENTS premises.

#### **7.9.1 First Aid Box and Contents**

The Contractor must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognized and accredited service provider as defined above.

The Contractor must ensure that the first aid box is adequately at all times and is accessible to all.

The CLIENT shall inspect the contents of the first aid box and dressing record from time to time.

#### **7.9.2 Accident and Incident Reporting and Investigation**

Should an accident or incident occur the Contractor shall conduct an investigation into the incident. The Contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Should there be an incident, the CLIENT must be notified within 24-hours, of the occurrence. The CLIENT reserves the right to participate in all investigations into accidents or incidents.

#### **7.10 Hazards and Potentially Hazardous Situations**

The Contractor shall ensure that all other Principal Contractor/Contractor are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

#### **7.11 Personal Protective Equipment and Clothing**

The Contractor shall comply with OHSA requirements to provide PPE.

The Contractor shall through the RISK ASSESSMENT PROCESS identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the Principal Contractor/ Contractor.

The Contractor must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (Contractor different from the Principal Contractor/ Contractor's).

PPE must be provided to visitors as well.

#### **7.12 Safety Signage**

The Contractor must assess the Health and Safety Signage requirements in conjunction with the RISK ASSESSMENT PROCESS's conducted and place the signage at strategic positions on the site works accordingly.

The Contractor shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

#### **7.13 Permits**

- The Contractor shall ensure that access to site works is restricted to construction personnel.
- All attempts must be made to restrict spectator access.
- Access to the site shall be by the CLIENTS authorization on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the CLIENT representative prior to commencing with the activity.

#### **7.14 Contractors and Suppliers**

The Principal Contractor shall enter into an Agreement with Mandatory in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the CLIENT and all other Contractor's appointed by the Principal Contractor.

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



The Contractor shall also be required to appoint its Contractor's in accordance with Construction Regulation 5(3) (b).

The Principal Contractor must ensure all other Contractor is issued with the CLIENT Safety Specification where reasonably practicable. The Principal Contractor shall assist and ensure Contractor engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Principal Contractor/ Contractor will be stopped from working in the event of unsafe conditions and activities being observed.

## **8. HEALTH AND SAFETY IN PRACTICE**

### **MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK**

- 1) A Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor.
- 2) A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.
- 3) Where the construction manager has not appointed assistant construction managers as contemplated in sub regulation (2), or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under sub regulation (2).
- 4) No construction manager appointed under sub regulation (1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- 5) A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
- 6) No Contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contractor
- 7) A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

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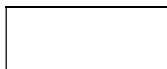
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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

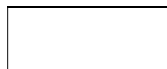
- 8) A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in sub regulation(7), and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9) Where the Contractor has not appointed an employee as contemplated in sub regulation (8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under sub regulation (8).
- 10) No construction supervisor appointed under sub regulation (7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under sub regulation (7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

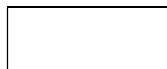
## 8.1 Excavations

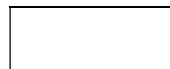
- 1) A Contractor must—
  - (a) Ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
  - (b) Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- 2) A Contractor who performs excavation work-
  - (a) must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
  - (b) may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
    - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
    - (ii) such an excavation is in stable material: Provided that—
      - (aa) permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
      - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
  - (c) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
  - (d) must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

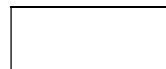
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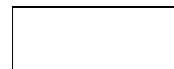
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- (e) must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- (f) must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- (g) must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- (h) must ensure that every excavation, including all bracing and shoring, is inspected—

- (i) daily, prior to the commencement of each shift;
- (ii) after every blasting operation;
- (iii) after an unexpected fall of ground;
- (iv) after damage to supports; and
- (v) after rain,

by the competent person), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other Contractor or any employee;

- (i) must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—
  - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
- (j) must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- (k) must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- (l) Must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

## 8.2 Demolition

- 1) A Contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- 2) A Contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
- 3) During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement, in order to avoid any premature collapses.

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Contractor

Witness 1

Witness 2

Employer

Witness 1


Witness 2


- 4) A Contractor who performs demolition work must—
- (a) With regard to a structure being demolished, take steps to ensure that—
    - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
    - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
    - (iii) precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
  - (b) ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
  - (c) ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
  - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
  - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
  - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
  - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
  - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- 5) A Contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- 6) No person may dispose of waste and debris from a high place by a chute unless the chute—
- (a) is adequately constructed and rigidly fastened;
  - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
  - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
  - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
  - (e) Discharges into a container or an enclosed area surrounded by barriers.


A Contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.


A Contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

Where a risk assessment indicates the presence of asbestos, a Contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

Where a risk assessment indicates the presence of lead, a Contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person. A Contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation

### **8.3 Explosives and Blasting**

The Principal Contractor shall ensure where blasting is required with the use of explosives, which it's in compliance with the Explosives Regulations.

The Principal Contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have sufficient training and experience in and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organization approved by the chief inspector of occupational health and safety.

The Principal Contractor must ensure a detailed blasting plan; emergency plan and site layout plan is submitted for approval to the CLIENT.

### **8.4 Stacking of Materials and Housekeeping**

A Contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that—

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and

Storage areas are kept neat and under control.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by the CLIENT during monthly audits.

### **8.5 Hazardous Chemical Substances**

The Contractor must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

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

Furthermore, the Contractor must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the CLIENT at all times.

#### **8.5.1 Fuel / Diesel**

- Bulk storage areas must be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas must be adequately bunded to ensure containment of 110% of the stored product.
- Re-fuelling must be conducted in designated re-fuelling areas only.
- Spill-kits must be available at all times in these designated areas.
- The surface of the bunded areas and walls must be of impermeable material.
- The bunded area must be sloped towards a collection pit.

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- (b) no person smokes in any place in which flammable liquid is used or stored, and the Contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- (d) only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- (e) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- (f) where flammable liquids are decanted, the metal containers are bonded and earthed; and No flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

#### **8.6 Asbestos**

The Contractor must ensure the provincial director be notified prior to commencement of working with asbestos on this Project, and proof of such notification must be forwarded to the CLIENT for record purposes.

The Principal Contractor must also ensure that all personnel and Contractor comply with the requirements of the Asbestos Regulations and that where work is to be done with Asbestos, only an approved asbestos Contractor is used.

The CLIENT will conduct ad hoc inspections to verify compliance in this regard.

#### **8.7 Plant and Machinery**

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

### 8.7.1 Construction Plant

- All plant must comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Records of service and maintenance of the vehicles must be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The Contractor shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorized equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorized operator only.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Contractor shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- All Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The Contractor shall ensure the all equipment moving to and from site is adequately secured, and that all Principal Contractor/ Contractor abide by this requirement.

The Contractor must provide proof of medical and psychological fitness including training of all operators engaged in the construction activity.

A Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988,ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and

All electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

### 8.7.2 Transport of Personnel

Should it be necessary for the Contractor to transport their personnel to site, only safe vehicular transport must be provided. This shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on the site works.

Road safety principles shall be adhered to on and off site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 8.7.3 Vessels under Pressure (VuP) or Gas Bottles

The Contractor shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site for inspection by the CLIENT.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.
- Ensure proper use and storage of gas during construction which may include trolleys upon which bottles are moved and chains to prevent bottles falling over.

The inspection of these activities will be included in the Client's monthly safety audits.

### 8.7.4 Fire Equipment

The Contractor shall ensure that all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
- The Contractor shall ensure all employees are adequately trained in the safe use of the extinguishers and proof of training is kept on site for inspection by the CLIENT.
- The Contractor shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;
  - (iii) there are conspicuous notices prohibiting smoking;
  - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - (v) adequate ventilation is provided;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for; and
  - (iii) plant and processes to be shut down; and
- (m) A siren is installed and sounded in the event of a fire.

#### 8.7.5 Hired Plant and Machinery

The Contractor shall ensure the following criteria are adhered to when considering hired plant and machinery:

- Hired plant must be checked for safety compliance prior to being accepted for use on site, should a deviation be identified, the CLIENT reserves the right to order the removal of such equipment from site.
- Should hired equipment be accompanied by an operator, The Contractor shall ensure that the operator's competency be verified and the operator undergoes an induction training session.
- The Contractor shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The Contractor site personnel.
- The Contractor shall ensure that all operators are equipped with the required PPE before commencing work on site.

#### 8.7.6 Scaffolding / Working at heights / false work / Formwork for Structures Fall Protection

##### 8.7.6.1 Fall Protection

1) A Contractor must—

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
- (c) Take steps to ensure continued adherence to the fall protection plan.

2) A fall protection plan must include—

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
  - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
  - (c) a programme for the training of employees working from a fall risk position and the records thereof;
  - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
  - (e) A rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- 3) A Contractor must ensure that a construction manager appointed is in possession of the most recently updated version of the fall protection plan.
- 4) A Contractor must 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 is required to work in a fall risk position, unless such work is performed safely;
  - (c) fall prevention and fall arrest equipment are—
    - (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
    - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
  - (d) Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
- 5) Where roof work is being performed on a construction site, the Contractor must ensure that; in addition to the requirements set out in sub-regulations (2) and (4), 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 employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
  - (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
  - (e) 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
  - (f) Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

#### 8.7.6.2 Structures

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

1) A Contractor must 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) All drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Contractors, the client and the client's agent or employee.

2) An owner of a structure must ensure that—

- (a) inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
- (b) that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
- (c) the structure is maintained in such a manner that it remains safe for continued use;
- (d) The records of inspections and maintenance are kept and made available on request to an inspector.

**8.7.6.3 Temporary Works – Includes Formwork and support work**

1) A Contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

2) A Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

3) A Contractor must ensure that—

- (a) all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- (b) all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- (c) detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other Contractors, the client, the client's agent or any employee;
- (d) all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- (e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- (g) no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a);
- (h) if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- (i) adequate precautionary measures are taken in order to—

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) secure any deck panels against displacement; and
    - (ii) prevent any person from slipping on temporary works due to the application of release agents;
  - (j) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
  - (k) upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);
  - (l) The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
  - (m) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
  - (n) a temporary works drawing or any other relevant document includes construction sequences and methods statements;
  - (o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
  - (p) a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
  - (q) The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
- 4) No Contractor may use a temporary works design and drawing for any works other than its intended purpose.

#### **8.7.6.4 Scaffolding**

A Contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A Contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

#### **8.7.6.5 Suspended Platforms**

- 1) A Contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No Contractor may use or permit the use of a suspended platform, unless—
- (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
  - (b) he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
  - (c) he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the—

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Contractor

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Employer


Witness 1


Witness 2

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- (i) appointment of the competent person contemplated in sub regulation (1);
  - (ii) competency of erectors, operators and inspectors;
  - (iii) operational design calculations, which must comply with the requirements of the system design certificate;
  - (iv) 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; and
  - (vii) Procedures for and records of maintenance work having been carried out.
- (3) A Contractor making use of a suspended platform system must submit a copy of the certificate of system design including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.
- (4) A Contractor must submit a copy of the certificate of system design in the manner contemplated in for every new project.
- (5) A Contractor must ensure that the outriggers of each suspended platform—
- (a) are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
  - (b) Have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) A Contractor must ensure that—
- (a) the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
  - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
  - (c) each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
  - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
  - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
  - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
  - (g) When the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.
- (7) A Contractor must ensure that a suspended platform—
- (a) is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
  - (b) is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing—
  - (i) the maximum mass load;
  - (ii) the maximum number of persons; and
  - (iii) The maximum total mass load, including load and persons, which the suspended platform can carry.
- (8) A Contractor must cause—
  - (a) the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with the manufacturer's specification;
  - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
  - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
  - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.
- (9) A Contractor must, in addition to sub regulation (8), cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A Contractor must ensure that the suspended platform supervisor contemplated in sub regulation (1), or the suspended platform inspector contemplated in sub regulation (8)(c), carries out a daily inspection of all the equipment prior to use, including establishing whether—
  - (a) all connection bolts are secure;
  - (b) all safety devices are functioning;
  - (c) all safety devices are not tampered with or vandalized;
  - (d) the total maximum mass load of the platform is not exceeded;
  - (e) the occupants in the suspended platform are using body harnesses which have been properly attached;
  - (f) there are no visible signs of damage to the equipment; and
  - (g) All reported operating problems have been attended to.
- (11) A Contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.
- (12) A Contractor must ensure that all employees required to work or to be supported on a suspended platform are—

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

- (a) medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
  - (b) competent in conducting work related to suspended platforms safely;
  - (c) trained or received training, which includes at least—
    - (i) how to access and egress the suspended platform safely;
    - (ii) how to correctly operate the controls and safety devices of the equipment;
    - (iii) information on the dangers related to the misuse of safety devices; and
    - (iv) information on the procedures to be followed in the case of—
      - (v) an emergency;
      - (vi) the malfunctioning of equipment; and
      - (vii) the discovery of a suspected defect in the equipment; and
      - (viii) Instructions on the proper use of body harnesses.
- (13) A Contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan contemplated in sub regulation (2) (c), and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
- (14) A Contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

#### 8.7.8 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

#### 8.7.9 General Machinery

In accordance with General Machinery Regulation 2(1), The Contractor shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The Contractor shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7) (a), as and when required.
- The Contractor shall ensure that records are maintained of all services conducted.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Contractor shall provide to the CLIENT a copy of the above appointments prior to work commencing on site.

#### **8.7.10 Lighting and Power**

The Contractor shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems and installed by an approved authority.

The Contractor shall ensure that:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.
- Lighting shall be provided to ensure adequate visibility under all conditions.
- Lighting and electrical installations shall be weather proof .

#### **8.7.11 Portable Electrical Tools / Explosive Power Tools**

The Contractor shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment must be appointed in writing.
- Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
- The Contractor shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- The Contractor shall ensure the required PPE and clothing is provided and maintained.

#### **8.7.12 Public Health and Safety**

In the interests of public safety, The Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

#### **8.7.13 Night Work**

Night work shall only be conducted upon approval of the CLIENT, with the same safety standard being applied for these activities as with day work activities.

#### **8.7.14 Facilities for Safe Keeping / eating areas**

The Contractor shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Hand wash facility.
- Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

#### **8.7.15 Construction vehicles and mobile plant**


1) A Contractor must ensure that all construction vehicles and mobile plant—


- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by a person who—
  - (i) has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
  - (ii) Has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- (e) have safe and suitable means of access and egress;
- (f) are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an acoustic warning device which can be activated by the operator;
- (j) are equipped with an automatic acoustic reversing alarm; and
- (k) Are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.


(2) A Contractor must ensure that—

- (a) no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary, indicated by suitable signs;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
  - (h) tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
  - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- All construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

#### 8.7.16 Cranes

A Contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the tower crane operators are competent to carry out the work safely; and

The tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

#### 8.7.17 Bulk Mixing Plants

- (1) A Contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is—
  - (a) aware of all the dangers involved in the operation thereof; and
  - (b) Conversant with the precautionary measures to be taken in the interest of health and safety.
- (2) No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
- (3) A Contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (4) A Contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are—
  - (a) placed in an easily accessible position; and
  - (b) Constructed in a manner to prevent accidental starting.
- (5) A Contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (6) No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in subregulation (1).

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

- (7) A Contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
- (8) A Contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

#### **8.7.18 Material Hoists**

- (1) A Contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A Contractor must ensure that the tower of every material hoist is—
  - (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimetres for over travel;
  - (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimetres from the ground or floor level; and
  - (c) Provided with a door or gate at least 2100 millimetres in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.
- (3) A Contractor must cause—
  - (a) the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
  - (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
  - (c) Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
- (4) No Contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
- (5) A Contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A Contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.
- (7) No Contractor may require or permit any person to ride on a material hoist.
- (8) A Contractor must ensure that every material hoist—
  - (a) is inspected on daily basis by a competent person appointed in writing by the Contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) inspection contemplated in paragraph (a), includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- (c) inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- (d) Is properly maintained and the maintenance records in this regard are kept on site.

#### 8.7.19 Rope Access

- (1) A Contractor must—
  - (a) appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
  - (b) ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
  - (c) Ensure that all rope access operators are competent and licensed to carry out their work.
- (2) No Contractor may use or allow the use of rope access work unless—
  - (a) the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
  - (b) He or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.
- (3) A Contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

#### 8.7.20 Tunnelling

No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

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

**9.MANDATORY AGREEMENT**

|   |
|---|
| <b>AGREEMENT WITH MANDATORY</b>   |
| <b>OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)</b><br><b>AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)</b> |
| <b>WRITTEN AGREEMENT ENTERED INTO AND BETWEEN</b>   |
| (Hereinafter referred to as the Company)<br><br>AND   |
| Contractor<br>(Hereinafter referred to as The Contractor)   |
| Compensation Fund Number: _____   |
| AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND CHANGE<br>TO BE INITIALLED.                                 |

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

**Definition of Mandatory**

Includes an agent, a Contractor or sub-Contractor for work, but without derogating from his status in his own right as an employer or user.

**Occupational Health and Safety Act (No. 85 of 1993)**

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT 93 and Construction Regulations 2014.
2. Your attention is drawn to "General Duties of Employers to their Employees" as required by Sect 8 of the Act
3. You are required to:
  - 3.1 Sign a written "Agreement with Mandatory" as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
  - 3.2 Provide the client / Principal Contractor with a documented health and safety plan.
  - 3.3 Provide the client / Principal Contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).


*Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).*


- 3.4 Provide the client /Principal Contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).
- 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
- 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
- 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate.
- 3.8 When using a Materials Hoist, comply with Construction Regulation 19.
- 3.9 When using Lifting Machines and Lifting Tackle, comply with Cranes Regulation 22.
- 3.10 When using Explosive actuated fastening devices, comply with Construction Regulation 21.
- 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 12 and 16.
- 3.12 When Excavating and Demolishing work, comply with Construction Regulation 13 and 14.
- 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
- 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 should be available in the main Contractors office.
5. Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 26 of the Act.)

**Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)**


You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the Contractor) See Section 89(1) of the COID Act.


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**AGREEMENT WITH MANDATORY In terms of Section 37 (1) and (2)**

|                |  |
|----------------|--|
| Section 37 (1) | <p>Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then unless it is proved that –</p> <ul style="list-style-type: none"> <li>(a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;</li> <li>(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and</li> <li>(c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,</li> </ul> <p>the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.</p> |
| Section 37 (2) | <p>The provisions of subsection (1) shall “mutatis mutandis” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act.</p>  |

I, .....(Responsible person) for, .....(Company)  
appoint, ..... (Contractor) at the following premises / site: .....  
.....

Period:  
.....

**AUTHORISED SIGNATORY FOR THE COMPANY (Principal Contractor)**

| Signature | Designation | Date |
|-----------|-------------|------|
|           |             |      |

**ACCEPTANCE SIGNATORY FOR THE Contractor**

I hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993.

| Signature | Designation | Date |
|-----------|-------------|------|
|           |             |      |

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

**10. MEASUREMENT AND PAYMENT**

**10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rate for "Health and Safety Obligations".

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and registers

The keeping of health and safety-related records and registers as described is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**END OF SECTION**

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



**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PART C2: PRICING DATA**

**CONTENTS**

| <b>Section</b> | <b>Description</b>                  | <b>Page No</b> |
|----------------|-------------------------------------|----------------|
| C2.1           | Pricing Instructions .....          | C2.1-4         |
| C2.2           | Bill of Quantities .....            | C2.2-1         |
| C2.3           | Summary of Bill of Quantities ..... | C2.2-2         |

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|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**PART C2.1: PRICING INSTRUCTIONS**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C2.1: PRICING INSTRUCTIONS**

##### **1. GENERAL**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

|                     |   |   |
|---------------------|---|---|
| Unit                | : | The Unit of measurement for each item of work in terms of the Scope of Work.  |
| Quantity            | : | The number of units for each item.  |
| Rate                | : | The payment per unit of work at which the tenderer tenders to do the work.  |
| Amount              | : | The product of the quantity and the rate tendered for an item.  |
| Lump sum<br>(L.Sum) | : | An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units. |

##### **2. PAY ITEMS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

|                      |   |                       |          |   |                  |
|----------------------|---|-----------------------|----------|---|------------------|
| mm                   | = | millimetre            | h        | = | hour             |
| m                    | = | metre                 | kg       | = | kilogram         |
| km                   | = | kilometre             | t        | = | ton (1 000 kg)   |
| m <sup>2</sup>       | = | square metre          | No.      | = | number           |
| m <sup>2</sup> .pass | = | square metre pass     | sum      | = | lump sum         |
| ha                   | = | hectare               | MN       | = | meganewton       |
| m <sup>3</sup>       | = | cubic metre           | MN.m     | = | meganewton-metre |
| m <sup>3</sup> -km   | = | cubic metre-kilometre | PC sum   | = | Prime Cost Sum   |
| l                    | = | litre                 | Prov sum | = | Provisional sum  |
| kl                   | = | kilolitre             | %        | = | per cent         |
| MPa                  | = | megapascal            | kW       | = | kilowatt         |

### 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### 4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 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.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C2.2**

**BILL OF QUANTITIES**

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|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Summary of Schedule

| Section                   | Description  | Amount         |
|---------------------------|--|----------------|
| 1200                      | GENERAL REQUIREMENTS AND PROVISIONS  | R _____        |
| 1300                      | CONTRACTOR'S ESTABLISHMENT ON SITE AND<br>GENERAL OBLIGATIONS AND GENERAL<br>OBLIGATIONS                 | R _____        |
| 1400                      | HOUSING, OFFICES AND LABORATORIES FOR<br>THE ENGINEER'S SITE PERSONNEL                                   | R _____        |
| 1500                      | ACCOMMODATION OF TRAFFIC   | R _____        |
| 1700                      | CLEARING AND GRUBBING  | R _____        |
| 2100                      | DRAINS   | R _____        |
| 2300                      | CONCRETE KERBING, CONCRETE<br>CHANNELLING, CHUTES AND DOWNPIPES, AND<br>CONCRETE LININGS FOR OPEN DRAINS | R _____        |
| 3300                      | MASS EARTHWORKS  | R _____        |
| 3400                      | PAVEMENT LAYERS OF GRAVEL MATERIAL   | R _____        |
| 3500                      | STABILIZATION  | R _____        |
| 5500                      | GABIONS  | R _____        |
| 5600                      | ROAD SIGNS   | R _____        |
| 5700                      | ROAD MARKINGS  | R _____        |
| 5900                      | FINISHING THE ROAD AND ROAD RESERVE  | R _____        |
| 7300                      | CONCRETE BLOCK PAVING FOR  | R _____        |
| 8100                      | TESTING MATERIALS AND WORKMANSHIP  | R _____        |
| 1200DB                    | EARTHWORKS (PIPE TRENCHES)   | _____          |
| 1200LB                    | BEDDING (PIPES)  | R _____        |
| 1200LE                    | STORMWATER DRAINAGE  | R _____        |
| <b>Total of Schedules</b> |  | <b>R</b> _____ |

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



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Notice to Tenders: *(include addendum(s) issued)*

|       |   |  |
|-------|---|--|
| No. 1 | R |  |
| No. 2 | R |  |
| No. 3 | R |  |

|                            |          |  |
|----------------------------|----------|--|
| <b>Total of Tender Sum</b> | <b>R</b> |  |
|----------------------------|----------|--|

|   |          |  |
|---|----------|--|
| <b>Add Contingencies</b>  |          |  |
| The Tenderer shall add 10% of the "Total of Tender Sum" for contingencies.  | <b>R</b> |  |
| The sum provided here for contingencies is under sole control of the Employer's agent and may be deducted in whole or in part |          |  |

|  |          |  |
|--|----------|--|
| <b>Sub Total</b> <i>(Sum of "Total of Tender Sum" and "Contingencies")</i> | <b>R</b> |  |
|--|----------|--|

|                                |          |  |
|--------------------------------|----------|--|
| <b>Add 15% Value Added Tax</b> | <b>R</b> |  |
|--------------------------------|----------|--|

|  |          |  |
|--|----------|--|
| <b>Total</b> <i>(Tender amount carried to the "Form of Offer")</i> | <b>R</b> |  |
|--|----------|--|

Tenderer's time for Completion \_\_\_\_\_ weeks

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|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

| ITEM           | DESCRIPTION   | UNIT    | QTY     | RATE   | AMOUNT     |
|----------------|---|---------|---------|--------|------------|
| <b>12.01</b>   | <b>GENERAL REQUIREMENTS AND PROVISIONS</b>  |         |         |        |            |
|                | <b>Protection, removal, realignment and replacement of services</b>                       |         |         |        |            |
|                | (a) Utility services  | PC Sum  | 200,000 | 1      | 200,000.00 |
|                | (b) Handling cost and profit in respect of subitem B12.01(a)                              | %       | 10%     |        | 20,000.00  |
| <b>B12/PCL</b> | <b>Community liason and community relations</b>   |         |         |        |            |
|                | (a) Public Liason Officer salary  | month   | 18      | 7,500  | 135,000.00 |
|                | (b) Project Steering Committee costs  | PC Sum  | 18      | 2,500  | 65,000.00  |
|                | (c) Handling cost and profit in respect subitem B12.02(a) and (b)                         | %       | 10%     |        | 6,500.00   |
| <b>12.03</b>   | <b>Engineer's equipment</b>   |         |         |        |            |
|                | (a) Provision of cell phone including cost connection                                     | PC Sum  | 10,000  | 1      | 10,000.00  |
|                | (b) Cost of cellphone calls in connection with contract administration and rental charges | PC Sum  | 25,000  | 1      | 25,000.00  |
|                | (b) Handling cost and profit in respect subitem B12.03(a)                                 | %       | 10%     | 35,000 | 3,500.00   |
| <b>12.04</b>   | <b>Training</b>   | PC Sum  | 100,000 |        | 100,000.00 |
| <b>12.05</b>   | <b>Penalties</b>  |         |         |        |            |
|                | b) Targeted Labour  | % point |         |        |            |
| 1200           | Carried forward to summary  |         |         |        | 565,000.00 |

| ITEM            | DESCRIPTION   | UNIT           | QTY   | RATE | AMOUNT |
|-----------------|---|----------------|-------|------|--------|
|                 | <b><u>CONTRACTOR'S ESTABLISHMENT ON SITE<br/>AND GENERAL OBLIGATIONS</u></b>                    |                |       |      |        |
| <b>13.01</b>    | <b>The Contractor's general obligations:</b>  |                |       |      |        |
|                 | (a) Fixed obligations   | lump sum       | 1     |      |        |
|                 | (b) Value-related obligations   | lump sum       | 1     |      |        |
|                 | (c) Time-related obligations  | month          | ..... |      |        |
| <b>13/PS20</b>  | <b>Providing, erecting and maintaining contract information boards complete as per drawings</b> | no             | 2     |      |        |
| <b>13/PS8.8</b> | <b>Location and protection of existing services:</b>  |                |       |      |        |
| <b>PES 4.1</b>  | (a) Provision of detecting devices for:   |                |       |      |        |
|                 | .01 Water and sewer pipes   | lump sum       | 1     |      |        |
|                 | .02 Electrical and other cables   | lump sum       | 1     |      |        |
| <b>PES 4.2</b>  | (b) Hand excavation necessary for locating and exposing existing services in all material       |                |       |      |        |
|                 | .01 In road ways  | m <sup>3</sup> | 20    |      |        |
|                 | .02 In all other areas  | m <sup>3</sup> | 20    |      |        |
| <b>13.02</b>    | Compliance with the OHS Act Health and Safety Specifications by Employer                        | lump sum       | 1     |      |        |
| 1300            | Carried forward to summary  |                |       |      | -      |

| ITEM            | DESCRIPTION  | UNIT     | QTY   | RATE | AMOUNT |
|-----------------|--|----------|-------|------|--------|
| <b>14/PS7.1</b> | <b><u>HOUSING, OFFICES AND LABORATORIES</u></b><br><b><u>FOR THE ENGINEER'S SITE PERSONNEL</u></b> |          |       |      |        |
|                 | Combined Office and conference room  |          |       |      |        |
|                 | (a) Fixed costs  | lump sum | 1     |      |        |
|                 | (b) Running costs  | month    | ..... |      |        |
| <b>14/PS7.2</b> | Equipment for Engineering staff  |          |       |      |        |
|                 | (a) Fixed costs  |          |       |      |        |
|                 |  | lump sum | 1     |      |        |
|                 | (b) Running costs  | month    | ..... |      |        |
| 1400            | Carried forward to summary   |          |       |      | -      |

## SECTION 1500

| ITEM         | DESCRIPTION  | UNIT           | QTY   | RATE | AMOUNT    |
|--------------|--|----------------|-------|------|-----------|
|              | <b><u>ACCOMMODATION OF TRAFFIC</u></b>   |                |       |      |           |
| <b>15.01</b> | Accommodating traffic  | km             | 3     |      |           |
| <b>15.03</b> | Temporary traffic-control facilities:  |                |       |      |           |
|              | (a) Flagmen  | man-day        | 4,320 |      |           |
|              | (b) Portable STOP and GO-RY signs  | No             | 8     |      |           |
|              | (e) Road signs, R- and TR-series (900mm)   | No             |       |      | Rate Only |
|              | (f) Road signs, TW-series with distance boards (1200mm sides)                                      | No             |       |      | Rate Only |
|              | (g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)              | m <sup>2</sup> |       |      | Rate Only |
|              | (h) Delineators (TW401 and TW402) (800 x 200mm)  |                |       |      |           |
|              | (i) Single   | No             |       |      | Rate Only |
|              | (ii) Mounted back to back  | No             |       |      | Rate Only |
|              | (i) Movable barricade road sign combination (chevron and ROAD CLOSED type; chevron and ARROW type) | No             | 4     |      |           |
|              | (j) Traffic cones (750mm)  | No             |       |      | Rate Only |
| <b>15.06</b> | Watering of temporary deviations   | kl             | 1,600 |      |           |
| 1500         | Carried forward to summary   |                |       |      | -         |

## SECTION 1700

| ITEM          | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT    |
|---------------|--|----------------|-----|------|-----------|
|               | <b><u>CLEARING AND GRUBBING</u></b>  |                |     |      |           |
| <b>B17.01</b> | Clearing and grubbing  | ha             | 2   |      |           |
| 17.03         | Re-clearing of surfaces (on the written instructions of the Employers Agent only)    | ha             | 1   |      |           |
| 17.04         | Clearing and grubbing at inlets and outlets of hydraulic structures                  | m <sup>2</sup> | 26  |      |           |
| 17.04.1       | Clearing and grubbing at inlets and outlets of hydraulic structures                  | m <sup>2</sup> | 100 |      |           |
| 17.05         | Cleaning out of hydraulic structures   |                |     |      |           |
|               | (a) Pipes with an internal diameter up to and including 750 mm                       | m <sup>3</sup> | 90  |      |           |
|               | (b) Pipes with an internal diameter exceeding 750 mm                                 | m <sup>3</sup> | -   |      | Rate only |
|               | (c) Box culverts up to and including 1,5 m vertical dimension                        | m <sup>3</sup> | 45  |      |           |
|               | (d) Box culverts exceeding 1,5 m vertical dimension                                  | m <sup>3</sup> | -   |      | Rate only |
| B17.07        | Temporary stockpiling or blading to windrow of topsoil:                              |                |     |      |           |
|               | (a) Blading to windrow alongside the areas demarcated                                | m <sup>3</sup> | -   |      |           |
|               | (b) In temporary stockpiles after loading material in                                | m <sup>3</sup> | 746 |      |           |
| B17.08        | Demolition, removal and disposal off site of miscellaneous structures consisting of: |                |     |      |           |
|               | (a) Unreinforced concrete  | m <sup>3</sup> | -   |      |           |
|               | (b) Reinforced concrete  | m <sup>3</sup> | 15  |      |           |
| B17.09        | Removal of household refuse from the road reserve                                    | m <sup>3</sup> | 709 |      |           |
| B17.09.01     | Removal of household refuse from the road reserve                                    | m <sup>3</sup> | 80  |      |           |
| 1700          | Carried forward to summary   |                |     |      |           |

| ITEM   | DESCRIPTION  | UNIT           | QTY   | RATE | AMOUNT |
|--------|--|----------------|-------|------|--------|
| B21.21 | <u>DRAINS</u>                                      |                |       |      |        |
|        | Shaping and cleaning existing unlined open drains: |                |       |      |        |
|        | LI (a) Soft material                               | m <sup>3</sup> | 4,283 |      |        |
|        | (b) Hard material                                  | m <sup>3</sup> | 10    |      |        |
| 2100   | Carried forward to summary                         |                |       |      | 0      |

## SECTION 2300

| ITEM    | DESCRIPTION   | UNIT           | QTY | RATE | AMOUNT    |
|---------|---|----------------|-----|------|-----------|
| 23.01   | <b><u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></b>                              |                |     |      |           |
|         | <b>Concrete kerbing:</b>  |                |     |      |           |
|         | (d) 200 mm x 200 mm cast in situ class 25/19 concrete kerbing-channelling, as shown on the Drawings   | m <sup>3</sup> | 240 |      |           |
|         | (e) 300 mm x 125 mm cast in situ class 25/19 concrete kerbing-channelling, as shown on the Drawings   | m <sup>3</sup> | 0   |      | Rate Only |
|         | (f) 200 mm x 200 mm cast in situ class 25/19 concrete edge beam at bellmouths   | m <sup>3</sup> | 3   |      |           |
| 23.08   | <b>Concrete Lining for open drains</b><br>Cast in situ concrete lining class 25/19 concret 100mm open canal (mes ref 245)as shown on drawings | m <sup>3</sup> | 575 |      |           |
| B 23.16 | <b>Soilcrete backfilling</b><br>Only where ordered by Engineer  | m <sup>3</sup> | 125 |      |           |
| 2300    | Carried forward to summary  |                |     |      |           |



## SECTION 3300

| ITEM         | DESCRIPTION  | UNIT           | QTY   | RATE | AMOUNT |
|--------------|--|----------------|-------|------|--------|
|              | <b><u>MASS EARTHWORKS</u></b>  |                |       |      |        |
| <b>33.01</b> | <b>Cut and borrow to fill, including free-haul up to 0,5 km:</b>               |                |       |      |        |
|              | (a) Material in compacted layer thicknesses of 200 mm and less:                |                |       |      |        |
|              | (i) Compacted to 90% of modified AASHTO density                                | m <sup>3</sup> | 130   |      | -      |
| <b>33.04</b> | <b>Cut to spoil, including free-haul up to 0,5 km. Material obtained from:</b> |                |       |      |        |
|              | (a) Soft excavation  | m <sup>3</sup> | 6,390 |      |        |
|              | (b) Intermediate excavation  | m <sup>3</sup> | 2,231 |      |        |
|              | (c) Hard excavation  | m <sup>3</sup> | 1,115 |      |        |
|              | (d) Boulder excavation class A   | m <sup>3</sup> | 45    |      |        |
|              | (e) Boulder excavation class B   | m <sup>3</sup> | 36    |      |        |
| <b>33.10</b> | <b>Roadbed preparation and the compaction of material:</b>                     |                |       |      |        |
|              | (a) 150 mm Compaction to 90% of modified AASHTO density (G9)                   | m <sup>3</sup> | 3,273 |      |        |
| 3300         | Carried forward to summary   |                |       |      |        |

## SECTION 3400

| ITEM  | DESCRIPTION   | UNIT           | QTY   | RATE | AMOUNT    |
|-------|---|----------------|-------|------|-----------|
| 34.01 | <b><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>  |                |       |      |           |
|       | <b>Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:</b> |                |       |      |           |
|       | (a) Gravel selected layer compacted to:   |                |       |      |           |
|       | (i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm (G7)                         | m <sup>3</sup> | -     |      | Rate Only |
|       | (ii) 93% of modified AASHTO density for a compacted layer thickness of 150 mm (G7)                        | m <sup>3</sup> | 3,273 |      |           |
|       | (c) Gravel subbase (unstabilized material) compacted to:  |                |       |      |           |
|       | (i) 95% of modified AASHTO density for a compacted layer thickness of 125 mm (G5)                         | m <sup>3</sup> | -     |      | Rate Only |
|       | (d) Gravel subbase (chemically stabilized material) compacted to:   |                |       |      |           |
|       | (i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm (C4)                         | m <sup>3</sup> | 3,273 |      |           |
|       | (e) Gravel base (unstabilized gravel) compacted to:   |                |       |      |           |
|       | (iii) 98% of modified AASHTO density for a compacted layer thickness of 150 mm (G4)                       | m <sup>3</sup> | -     |      | Rate Only |
|       | (f) Gravel base (chemically stabilized material) compacted to:  |                |       |      |           |
|       | (i) 98% of modified AASHTO density for a compacted layer thickness of 125 mm (C4)                         | m <sup>3</sup> | 200   |      |           |
|       | (g) Gravel Shoulders compacted to"  |                |       |      |           |
|       | (iii) 98% of modified AASHTO density for a compacted layer thickness of 125 mm (G5)                       | m <sup>3</sup> | 709   |      |           |
| 3400  | Carried forward to summary  |                |       |      |           |

| ITEM          | DESCRIPTION   | UNIT           | QTY | RATE | AMOUNT    |
|---------------|---|----------------|-----|------|-----------|
|               | <b><u>STABILIZATION</u></b>   |                |     |      |           |
| <b>B35.01</b> | <b>Chemical stabilization extra over unstabilized compacted layers:</b> |                |     |      |           |
|               | (c) Gravel subbase, 150 mm thick  | m <sup>3</sup> | 36  |      |           |
| <b>35.02</b>  | <b>Chemical stabilizing agent:</b>                                      |                |     |      |           |
|               | (a) Ordinary Portland cement  | t              | 173 |      |           |
|               | (b) Portland blast-furnace cement                                       | t              |     |      | Rate Only |
|               | (c) Road lime, calcium / magnesium / dolomitic* type                    | t              |     |      | Rate Only |
| 3500          | Carried forward to summary  |                |     |      |           |

## SECTION 5200

| ITEM         | DESCRIPTION   | UNIT           | QTY | RATE | AMOUNT |
|--------------|---|----------------|-----|------|--------|
|              | <b><u>GABIONS</u></b>   |                |     |      |        |
| <b>52.01</b> | <b>Foundation trench excavation and backfilling :</b>   |                |     |      |        |
|              | (b) In all other classes of material  | m <sup>3</sup> | 36  |      |        |
| <b>52.02</b> | Surface preparaton for bedding the gabions  | m <sup>2</sup> |     |      |        |
| <b>52.03</b> | Gabions :<br><br>Galvanised gabion boxes :<br>Mesh size: 80mm x 80mm<br>Wire diameter : 2.7mm<br>Diaphragm spacing : 1m |                |     |      |        |
|              | (i) 2m x 1m x 1m  | m <sup>3</sup> | 12  |      |        |
|              | (ii) 3m x 1m x 1m   | m <sup>3</sup> | 12  |      |        |
|              | (iii) 4m x 1m x 1m  | m <sup>3</sup> |     |      |        |
| <b>52.04</b> | Filter fabric : (Grade U24 or approved equivalent)  | m <sup>2</sup> | 36  |      |        |
| 5200         | Carried forward to summary  |                |     |      |        |

## SECTION 5600

| ITEM   | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT    |
|--------|--|----------------|-----|------|-----------|
| 56.01  | <b><u>ROAD SIGNS</u></b>   |                |     |      |           |
|        | <b>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:</b> |                |     |      |           |
|        | (d) Prepainted galvanized steel profiles (200 mm high chromadek or approved equivalent):   |                |     |      |           |
|        | (i) Area not exceeding 2 m <sup>2</sup>  | m <sup>2</sup> | 44  |      | Rate Only |
|        | (ii) Area exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>   | m <sup>2</sup> |     |      | Rate Only |
|        | (iii) Area exceeding 10 m <sup>2</sup>   | m <sup>2</sup> |     |      | Rate Only |
| 56.03  | <b>Road sign supports (overhead road sign structures excluded):</b>  |                |     |      |           |
|        | (a) Steel tubing (50mm diameter, 2mm wall thickness)   | t              | 3.5 |      |           |
| 56.05  | <b>Excavation and backfilling for road sign supports (not applicable to kilometre posts)</b>   | m <sup>3</sup> | 2   |      |           |
| B56.10 | <b>Class 15/19 concrete backfill in excavations for road sign footings</b>   | m <sup>3</sup> | 2   |      |           |
| 5600   | Carried forward to summary   |                |     |      |           |

## SECTION 5700

| ITEM         | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT |
|--------------|--|----------------|-----|------|--------|
|              | <b><u>ROAD MARKINGS</u></b>  |                |     |      |        |
| <b>57.01</b> | <b>Road-marking paint:</b>   |                |     |      |        |
|              | (a) White lines (broken or unbroken):  |                |     |      |        |
|              | (i) 100 mm wide  | km             | 3   |      |        |
|              | (d) White lettering and symbols  | m <sup>2</sup> | 135 |      |        |
| <b>57.06</b> | <b>Setting out and premarking the lines<br/>(excluding traffic-island markings, lettering<br/>and symbols)</b> | km             | 3   |      |        |
| 5700         | Carried forward to summary   |                |     |      | 0      |

| ITEM  | DESCRIPTION   | UNIT | QTY | RATE | AMOUNT |
|-------|---|------|-----|------|--------|
| 59.01 | <u>FINISHING THE ROAD AND ROAD RESERVE<br/>AND TREATING OLD ROADS</u>   |      |     |      |        |
|       | Finishing the road and road reserve:<br><br>(b) Single carriageway road | km   | 3   |      |        |
| 5900  | Carried forward to summary  |      |     |      |        |

| ITEM  | DESCRIPTION  | UNIT           | QTY    | RATE | AMOUNT |
|-------|--|----------------|--------|------|--------|
| 73.01 | <u>CONCRETE BLOCK PAVING FOR ROADS</u><br><br>Concrete block paving complete<br>(class 25, 80 mm interlocking) | m <sup>2</sup> | 17,208 |      |        |
| 7300  | Carried forward to summary   |                |        |      | 0      |



| ITEM  | DESCRIPTION                                   | UNIT     | QTY    | RATE | AMOUNT    |
|-------|---|----------|--------|------|-----------|
| 81.02 | TESTING MATERIALS AND WORKMANSHIP             |          |        |      |           |
|       | Other special tests requested by the engineer | Prov Sum | 50,000 |      | 50,000.00 |
| 8100  | Carried forward to summary                    |          |        |      | 50,000    |

## SECTION 1200 DB

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO      | DESCRIPTION   | UNIT | QUAN-<br>TITY | RATE | AMOUNT    |
|-------------------------|-----------------|---|------|---------------|------|-----------|
| SABS<br>1200 DB         | DB              | <b><u>EARTHWORKS (PIPE TRENCHES)</u></b>  |      |               |      |           |
|                         |                 | <u>TRENCHES FOR WATER PIPES</u>   |      |               |      |           |
| PSDB<br>8.3.2           | DB.01           | <b>Excavate in all materials for trenches,<br/>backfill, compact and dispose of surplus<br/>material:</b> |      |               |      |           |
|                         |                 | .01 Pipes up to 450 mm dia for depths:  |      |               |      |           |
|                         |                 | Hand excavation   |      |               |      |           |
|                         |                 | .01 Up to 1,0 m   | m    | -             |      | Rate Only |
|                         |                 | Mechanical excavation   |      |               |      |           |
|                         |                 | .01 Up to 1,0 m   | m    | -             |      | Rate Only |
|                         |                 | .02 Up to 1.5 m   | m    | -             |      |           |
|                         |                 | .03 Up to 2,0 m   | m    | -             |      |           |
|                         |                 | .04 Up to 2.5 m   | m    | -             |      | Rate Only |
|                         |                 | .05 Up to 3.0 m   | m    | -             |      | Rate Only |
|                         |                 | .02 Pipes from 525 mm to 600 mm dia for depths:   |      |               |      |           |
|                         |                 | Hand excavation   |      |               |      |           |
|                         |                 | .01 Up to 1,0 m   | m    | -             |      | Rate Only |
|                         |                 | Mechanical excavation   |      |               |      |           |
|                         |                 | .01 Up to 1,0 m   | m    | 10            |      |           |
|                         |                 | .02 Up to 1.5 m   | m    | 59            |      |           |
|                         |                 | .03 Up to 2,0 m   | m    |               |      |           |
|                         |                 | .04 Up to 2.5 m   | m    |               |      | Rate Only |
|                         |                 | .05 Up to 3.0 m   | m    | -             |      | Rate Only |
| 1200 DB                 | Carried forward |   |      |               |      |           |

## SECTION 1200 DB

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO                          | DESCRIPTION   | UNIT           | QUAN-<br>TITY | RATE | AMOUNT    |
|-------------------------|-------------------------------------|---|----------------|---------------|------|-----------|
|                         |                                     | Brought forward   |                |               |      |           |
| PSDB<br>8.3.2           | DB.02                               | <b>Extra over item DB.01 above for:</b>   |                |               |      |           |
|                         |                                     | .01 Intermediate excavation   | m <sup>3</sup> | 12            |      |           |
|                         |                                     | .02 Hard rock excavation  | m <sup>3</sup> | 30            |      |           |
|                         |                                     | .03 Hand excavation and backfill where<br>ordered by the Engineer                       |                |               |      |           |
|                         |                                     | .01 Soft excavation   | m <sup>3</sup> | 10            |      |           |
|                         |                                     | .02 Intermediate excavation   | m <sup>3</sup> | 10            |      |           |
|                         |                                     | .03 Hard excavation   | m <sup>3</sup> | 10            |      |           |
|                         |                                     | .04 Backfill stabilized with 5% cement<br>where directed by the Engineer                | m <sup>3</sup> | -             |      |           |
|                         |                                     | .05 Soilcrete backfill where directed by the<br>Engineer                                | m <sup>3</sup> | -             |      | Rate Only |
| PSDB<br>8.3.2           | DB.03                               | <b>Excavate and dispose of unsuitable<br/>material from trench bottom</b>               | m <sup>3</sup> | 20            |      |           |
| PSDB<br>8.3.3           | DB.04                               | <b>Excavation ancillaries:</b>  |                |               |      |           |
|                         |                                     | .01 Make up deficiency in backfill material:  |                |               |      |           |
|                         |                                     | .01 From other necessary excavations<br>on Site   | m <sup>3</sup> | -             |      | Rate Only |
|                         |                                     | 0.3 By importation from commercial or<br>off-site sources selected by the<br>Contractor | m <sup>3</sup> | -             |      | Rate Only |
|                         |                                     | .03 Compaction in road crossings  | m <sup>3</sup> | 25            |      | Rate Only |
|                         |                                     | 0.4 Careful excavation to locate and expose<br>existing services                        | m <sup>3</sup> | 15            |      | Rate Only |
| 1200 DB                 | Total for Section - Carried forward |   |                |               |      |           |

## SECTION 1200 LB

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO                                      | DESCRIPTION   | UNIT           | QUAN-<br>TITY | RATE | AMOUNT    |
|-------------------------|---|---|----------------|---------------|------|-----------|
| SABS<br>1200 LB         | LB  | <b><u>BEDDING (PIPES)</u></b>   |                |               |      |           |
|                         |   | <u>BEDDING FOR WATER PIPES</u>  |                |               |      |           |
| 8.2.1                   | LB.01   | <b>Provision of bedding from trench excavations:</b>                          |                |               |      |           |
|                         |   | .01 Selected granular material  | m <sup>3</sup> | 64            |      | Rate Only |
|                         |   | .02 Selected fill material  | m <sup>3</sup> |               |      |           |
| 8.2.2                   | LB.02   | <b>Supply only of bedding by importation:</b>                                 |                |               |      |           |
|                         |   | .01 From other necessary excavations:   |                |               |      |           |
|                         |   | .01 Selected granular material  | m <sup>3</sup> | 212           |      | Rate Only |
|                         |   | .02 Selected fill material  | m <sup>3</sup> |               |      | Rate Only |
|                         |   | .03 From commercial sources:  |                |               |      |           |
|                         |   | .01 Selected granular material  | m <sup>3</sup> |               |      | Rate Only |
|                         |   | .02 Selected fill material  | m <sup>3</sup> |               |      |           |
| PSLB<br>8.2.6           | LB.03   | <b>Extra over items LB.01 and LB.02 for bedding stabilized with 5% cement</b> | m <sup>3</sup> | 50            |      |           |
|                         | <b>TOTAL SECTION 1200 LB CARRIED TO SUMMARY</b> |   |                |               |      |           |

## SECTION 1200 LE

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO      | DESCRIPTION   | UNIT | QUAN-<br>TITY | RATE | AMOUNT    |
|-------------------------|-----------------|---|------|---------------|------|-----------|
| SABS<br>1200 LE         | LT              | <b><u>STORMWATER DRAINAGE</u></b>   |      |               |      |           |
| 8.2.1                   | LE.01           | <b>Supply and lay concrete pipe culverts</b>                                |      |               |      |           |
|                         |                 | .01 450 mm concrete pipe  | m    | -             |      | Rate Only |
|                         |                 | .02 525 mm concrete pipe  | m    | -             |      | Rate Only |
|                         |                 | .03 600 mm concrete pipe  | m    | 52            |      |           |
|                         |                 | .04 750 mm concrete pipe  | m    | -             |      | Rate Only |
|                         |                 | .05 1200 mm concrete pipe   | m    | -             |      | Rate Only |
| 8.2.4                   | LE.02           | <b>Extra-over item LE.01 for cutting end<br/>units for culverts on site</b> |      |               |      |           |
|                         |                 | .01 450 mm concrete pipe  | no   | -             |      | Rate Only |
|                         |                 | .03 600 mm concrete pipe  | no   | 8             |      |           |
| 8.2.8                   | LE.03           | <b>Extra-over item LE.01</b>  |      |               |      |           |
|                         |                 | .03 Inlet and outlet structures as per drawing                              |      |               |      |           |
|                         |                 | .01 Type 1  | no   | 14            |      |           |
|                         |                 | .02 Type 2  | no   | 2             |      |           |
| 1200 DB                 | Carried forward |   |      |               |      |           |

|        |  |   |  |
|--------|--|---|--|
| 1200   | GENERAL REQUIREMENTS AND PROVISIONS  | R |  |
| 1300   | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS   | R |  |
| 1400   | HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL                                | R |  |
| 1500   | ACCOMODATION OF TRAFFIC  | R |  |
| 1700   | CLEARING AND GRUBBING  | R |  |
| 2100   | DRAINS   | R |  |
| 2300   | CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS | R |  |
| 3300   | MASS EARTHWORKS  | R |  |
| 3400   | PAVEMENT LAYERS OF GRAVEL MATERIAL   | R |  |
| 3500   | STABILIZATION  | R |  |
| 5200   | GABIONS  | R |  |
| 5600   | ROAD SIGNS   | R |  |
| 5700   | ROAD MARKINGS  | R |  |
| 5900   | CONCRETE BLOCK PAVING FOR ROADS  | R |  |
| 7300   | CONCRETE BLOCK PAVING FOR ROADS  | R |  |
| 8100   | TESTING MATERIALS AND WORKMANSHIP  | R |  |
| 1200DB | EARTHWORKS (PIPE TRENCHES)   | R |  |
| 1200LB | BEDDING (PIPES)  |   |  |
| 1200LE | STORMWATER DRAINAGE  | R |  |
|        | Total  |   |  |
|        | Retention 10%  |   |  |
|        | Sub-total 1  |   |  |
|        | Contingencies (10%)  |   |  |
|        | Sub-total 2  |   |  |
|        | Plus VAT   |   |  |
|        | TOTAL  |   |  |

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PART C3: SCOPE OF WORK**

**CONTENTS**

| <b>Section</b> | <b>Description</b>   | <b>Page No</b> |
|----------------|--|----------------|
| C3.1           | DESCRIPTION OF THE WORKS .....   | C3.1-3         |
| C3.2           | ENGINEERING.....   | C3.2-1         |
| C3.3           | PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR<br>ENHANCEMENT ..... | C3.3-1         |
| C3.4           | CONSTRUCTION .....   | C3.4-1         |
| C3.5           | SPECIFICATIONS .....   | C3.5-1         |
| C3.6           | PARTICULAR SPECIFICATIONS .....  | C3.6-1         |

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C3.1: DESCRIPTION OF THE WORKS**

##### **C3.1.1 Employer's Objectives**

- Provide a new 3km paved roads in Fika Patso, Thibela and Lewaneng in order to provide an improved access.
- To provide work opportunities to the community of Tsheseng and Fika Patso by delivering public infrastructure using labour-intensive methods for labour-intensive works.
- To promote local BBBEEE in the project area.
- To provide skills training to some community members as part of capacity building.

##### **C3.1.2 Overview of Works**

In general, the Works will comprise of the following components:

- Construct 3km paved road
- Associated stormwater channels.
- A roadside bus stop with rain/sun cover
- Detection and adjustment of existing services.

##### **C3.1.3 Extent of Works**

The extent of the work to be undertaken under this Contract comprises the following:

- (a) Establishment of Contractor's camp and plant on site.
- (b) Provision of office accommodation for the Engineer's staff.
- (c) Accommodation of traffic.
- (d) Detection and adjustment of existing services.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) Site clearance.

(f) Road Construction

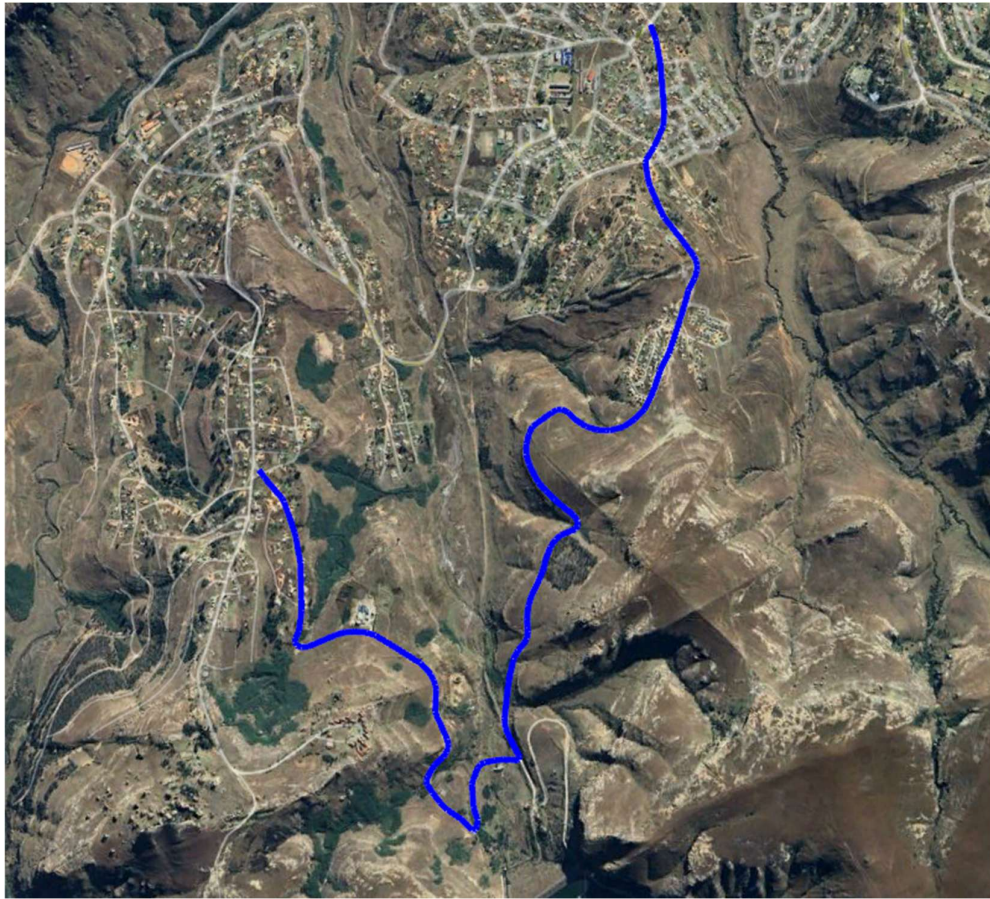
- Excavations
- Layer works
- Road Surface
- Concrete works (stormwater)

**C3.1.4 Location of the Works**

FIKA PATSO is located south of Phuthaditjhaba in the Free State Province.

The coordinates are as follows:

28°40'2.18"S 28°51'14.08"E



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|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.1.5 Temporary Works**

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites.

**C3.1.6 General Information**

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of subbase or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor shall be held responsible to clear any spillage caused by his activities on or near any roads, by whatever means necessary, within 24 hours after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, and any relevant services required for the Engineer are described under the relevant sections.

The tenderers are to tender for the relevant project by completing the relevant bill of quantities. A valid bid shall be a completed bill of quantities with a total after VAT, corresponding with the amount recorded in the offer of acceptance.

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

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C3.2: ENGINEERING**

##### **C3.2.1 DRAWINGS**

A set of drawings for “Tender Purposes Only” is issued with the tender documents. The drawings that were issued during the tender stage are preliminary and final drawings will be issued during the award of the project to the successful tenderer.

##### **C3.2.2 SETTING OUT DETAIL**

The works should be set out according to the Construction drawings. Contractors should familiarize with the boundaries of region.

It remains the Contractor’s responsibility to set out all work from the benchmarks and reference pegs.

##### **C3.2.3 CHANGES TO SCOPE OF WORK**

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

For any particular works’ instruction, all work shall be subject to the approval and issuing of a works order by the municipality.

##### **C3.2.4 TRAFFIC**

###### **C3.2.4.1 Access**

Access to adjacent properties shall be maintained at all times. If closures are unavoidable and approved by the Engineer, property owners shall be warned by the contractor in writing, at least 3 days in advance, of any such intended closure and be advised of the extent of the closure.

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of erven and properties via the PSC to close off part of a street, road, and footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the road shall be made safe and re-opened to traffic overnight.

Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

#### **C3.2.4.2 Accommodation of traffic**

The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc. in a good condition shall constitute ample reason for the Engineer to apply penalties as specified and to bring the Works to a stop until the road signs, etc. have been repaired to his satisfaction. All temporary road signs will be placed on stands with a minimum height from the ground of 750mm. All road signs will be a minimum size of 900mm signs. The Contractor shall not be permitted to use traffic cones as a singular method for traffic accommodation and all traffic cones will be used alternating with delineators and the appropriate sign boards.

The Contractor shall not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the SADC Road Traffic Signs Manual, volume 13. Typical sections are indicated in the drawings.

The Contractor shall program his activities, taking note of all the above-mentioned restrictions. The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

The Contractor shall take special precautions to ensure the safety of traffic on all roads that are affected by the works. Furthermore, the Contractor shall adjust his work program to ensure that the hazard posed to the travelling public by equipment and/or personnel working on the road during periods of reduced visibility or other unfavourable environmental or traffic conditions are limited as far as possible.

The Contractor's tendered rates shall include full compensation for all possible additional costs, which may arise from the above and no claims for extra payment or for an extension of time due to inconvenience as a result of the prescribed process will be considered. The Contractor shall nominate properly trained traffic safety officers who shall be approved by the Engineer, and who shall be responsible at all times, including after hours, nights, weekends and public holidays, for the traffic safety of the work area and the accommodation of traffic.

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

The traffic safety officer shall not be the site agent, contracts manager, foreman or any employee who is involved directly with the construction process. The duties of the traffic safety officer shall be dedicated to traffic safety and accommodation of traffic. The contractor shall provide for at least one day and one night person.

**C3.2.5 DOCUMENT TRACKING SYSTEM**

The Contractor shall establish a document tracking system to record the dates for the supply and receipt of all design drawings, calculations and requests for information.

**C3.2.6 ENGINEER'S DESIGN**

Although the Engineer has designed the Permanent Works as shown on the Drawings, the Contractor shall be responsible for the detail design of all propriety materials and equipment in order to ensure these are appropriately selected, specified and installed to the meet the particular installation conditions on Site. This requirement shall be specifically applicable to any/all items of a mechanical nature included in the Contract e.g. pumps, valves, meters, etc.

With regards to site and interconnecting pipework, the Engineer has provided the proposed layout of the pipework on the Drawings for tendering purposes. However, the Contractor shall be responsible for all final measurements on site, final design, correct manufacturing and installation of all pipe items and specials to suit the installation. Any/all modifications on site shall be handled in terms of the relevant Specifications for repairs to damaged corrosion protection. The Contractor shall also maintain suitable records of all such items in order for the Engineer to complete the Record (As-Built) drawings at the completion of the Works.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

### BID No: SCM/BID02/2025/2026

## MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1

### PART C3.3: PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

#### C3.3.1 DEFINITIONS

**"The community"** means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

**"Conventional contract"** means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

**"Conventional subcontract"** shall be similarly and appropriately construed.

**"Contract Participation Goal"** (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

**"Contractor"** means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

**"Subcontractor"** shall be similarly and appropriately construed.

**"Emerging contractor"** means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

**"Affirmable Business Enterprise (ABE)"** means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

**"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who posses special skills and/or who play key roles in the Contractor's or subcontractor's operations.

**"Worker"** for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

**"Subcontractor"** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

**"Level of subcontractor"** means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

**"Project Committee"** is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

**"CLO"** is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

### C3.3.2

#### LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C3.3.3

### TEMPORARY WORKFORCE

#### a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

#### b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE**

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

**C3.3.5 ACCREDITED TRAINING AND ATTENDANCE**

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

**C3.3.6 PENALTIES FOR NON-COMPLIANCE**

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

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|---|--|--|---|--|--|
| <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Contractor | <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Witness 1 | <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Witness 2 | <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Employer | <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Witness 1 | <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> Witness 2 |
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## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C3.4: CONSTRUCTION**

##### **C3.4.1 Site Establishment**

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

##### **C3.4.2 Survey Control and Setting Out of the Works**

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

#### **C3.4.3 Inspection of Adjoining Properties**

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property;
- All existing visible cracks in the adjoining buildings;
- Alternative accesses to the property;
- Location of services entering the property.

#### **C3.4.4 Construction in Confined Areas**

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

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

#### **C3.4.5 Existing Services**

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be to the Contractor's account.

Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

The position and details of all existing services and structures known to the Engineer are shown on the Drawings. Although the Engineer has endeavoured to indicate the position of the services and structures as accurately as possible, it will remain the responsibility of the Contractor to prove the exact position of all services impacted by construction activities prior to commencing with such activity.

Any/all services and structures damaged during the construction period due to construction activities shall be repaired by the Contractor as soon as practically possible at the Contractor's expense. In emergency situations, the Employer or its mandated agent may undertake critical repairs at the cost of the Contractor should this be deemed necessary.

#### **C3.4.6 Plant and Materials**

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.

#### **C3.4.7 Drawings**

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

Only A1 size construction drawings issued by and bearing the signature of the Engineer shall be used for construction purposes. The Engineer shall issue 3 x A1 and 1 x A3 copies of the construction drawings to the Contractor at the start and during the course of construction. Additional copies may be made by the Contractor at his expense, however, copyright of the Drawings shall remain vested with the Employer at all times.

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.

All information in the possession of the Contractor that is required by the Engineer's Representative to complete the Record (As-Built) drawings and to prepare a completion report for the Employer, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued for the civil portion of the Works.

#### **C3.4.8 Operation and Maintenance Manuals**

The Contractor shall be responsible for the compilation and submission of the operation and maintenance manuals for all equipment.

#### **C3.4.9 Site Facilities Available**

##### **C3.4.9.1 Camp and depot**

No housing is available on the Site and the Contractor shall make his own arrangements to house his employees and transport them to and from Site. The Contractor shall identify his proposed position(s) of his camp and depot for approval by the Engineer.

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

**C3.4.9.2 Access to Site**

The Contractor may make use of the existing R707 or municipal roads for access to the Site. If the Contractor requires additional access to and within the Site, these shall be constructed at his own expense.

Proper access control shall be instituted by the Contractor to prevent any unauthorised entry to the working front(s) and adequate fencing of the working front shall be executed during the Contractor's establishment on Site.

The Contractor shall make the necessary allowance in his tender and be responsible for access control and security on site during the construction period, including weekends, public holidays and the builder's break.

**C3.4.9.3 Water supply**

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water.

**C3.4.9.4 Power supply**

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of electrical power.

**C3.4.9.5 Other services**

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of any other services required.

**C3.4.9.6 Sanitation**

The Contractor shall provide the necessary ablution facilities for his camp and depot. Pit latrines shall not be allowed, and the Contractor shall install a conservancy tank and reticulation system, which will be removed once construction has been completed.

**C3.4.9.7 Housing for Contractor's Employees**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the Site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to delays resulting from this will be granted.

**C3.4.10 Blasting Activities**

Should blasting be required, the activity shall be planned and executed by a suitably-qualified professional and all steps shall be taken to prevent any damage to existing structures, services and the general public. A detailed method statement and risk assessment shall be prepared and approved by the Engineer prior to each blasting event. All relevant Occupational Health and Safety Regulations shall strictly be observed and applied.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C3.4.11 Fire-risk**

The Contractor shall be responsible to safeguard the areas adjacent to the Contractor's camp against fire caused in any way by the construction activities on Site. The Contractor shall be responsible for any damage or loss suffered in this regard.

**C3.4.12 Potential Material Sources and Dump Sites**

The Contractor shall locate suitable disposal sites, off site, for the disposal of cleared vegetation, rubble, unsuitable material or surplus material. The Contractor shall inform the Engineer of any site he proposes to use.

**C3.4.13 Conditions of Employment**

The Contractor shall be responsible to engage all staff and labour, local or otherwise, and for their payment, housing, feeding and transport. A contract of employment or sub-contract shall 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 subcontractor and each of the specific sub-contractor's employees. Although the Contractor shall adhere to the minimum wage rates described below he is at liberty to negotiate additional incentive payments based on performance.

Contracts of employment or sub-contracts should provide for the following basic conditions:

(a) The minimum wage payable will be determined in terms of applicable legislation and shall, as a minimum, adhere to section 56(1) of the Basic Conditions of Employment Act (Act 75 of 1997), Sectoral Determination 2: Civil Engineering Sector dated 27 August 2010 (or subsequent revision hereof applicable at the time of tendering) as published periodically by the Department of Labour.

(b) The Contractor shall adhere to the provisions for payment method and intervals, overtime and pay for work on Sundays and public holidays (if required) in the Basic Conditions of Employment Act (Act 75 of 1997).

(c) The Contractor shall register all labourers employed on the Contract with the Workmen's Compensation Commissioner and the Unemployment Insurance Fund, as applicable. The Contractor shall obtain the Unemployment Insurance Fund and Workmen's Compensation registration cards.

(d) Workers shall be entitled to one (1) day sick leave with full pay per month worked. This will accumulate if the leave is not used.

(e) Annual leave shall be calculated as published in terms of section 56(1) of the Basic Conditions of Employment Act (Act 75 of 1997), Sectoral Determination 2: Civil Engineering Sector dated 27 August 2010 (or subsequent revision hereof applicable at the time of tendering) as published periodically by the Department of Labour.

(f) Upon termination of the Contract, each locally employed labourer shall be entitled to receive his/her Unemployment Insurance Fund and the Workmen's Compensation registration cards as well as a Certificate of Employment from the Contractor clearly stating the following:

- i) The type of work done.
- ii) The duration of employment.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- iii) The number of days absent from work.
- iv) The Contractor's general impression of the quality of work done.

(g) The Occupational Health and Safety Act must be adhered to with reference to the safety of all employees employed by the Contractor. Suitable safety equipment and clothing shall be issued and maintained by the Contractor for the duration of construction.

(h) Should any of the above conditions be less favourable than any bargaining council agreement or Act applicable to the Contractor, the more favourable condition shall apply.

#### **3.4.14 Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and the Drawings rests solely with the Contractor, and the Contractor shall, at his own expense and in accordance with the General Conditions of Contract for Construction Works (Third Edition, 2015), institute a quality assurance system to demonstrate compliance with the requirements of the Contract and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval of the Contractor himself shall be apparent on the document itself.

Within two weeks after the Commencement Date, and before commencement of manufacturing of any Plant and Materials, the Contractor shall submit a comprehensive proposal for a quality assurance (QA) plan to the Engineer for consideration. The Engineer will then issue his requirements for quality control (QC) which will be based on the Contractor's proposals, provided these are adequate.

Workshop-type drawings shall be prepared for all pipe items and specials for the Engineer's approval (in principle) prior to commencing with manufacturing. A specialist shall be appointed by the Engineer to conduct any/all factory-acceptance tests required in terms of the Contractor's quality assurance plan or as required in terms of the Contract.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

#### **C3.4.15 Survey Control and Setting Out**

The Engineer has established permanent survey beacons on the Site of the Works. The Contractor will be provided with a listing of the survey beacons, indicating the co-ordinates and level of each beacon. The Contractor should use these survey beacons to set out the Works.

The Contractor shall take special care to preserve these beacons for the duration of construction and shall be responsible to re-establish any/all beacons damaged or disturbed during construction at his expense.

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

**C3.4.16 Contractor's Representative and Superintendence**

The Contractor shall employ suitably-qualified representatives to oversee construction activities. CV's of the Contractor's proposed Contracts Manager, Site Agent and Foreman shall be submitted to the Engineer within one (1) week of the Commencement Date and shall be approved in writing by the Engineer prior to commencing with any site establishment. Any change in the Contractor's key supervisory personnel shall be communicated timeously to the Engineer in writing.

Once the above personnel has been approved, the Contractor shall submit to the Employer and Engineer a list of addresses and telephone numbers of his Representatives who may be contacted both during and outside normal working hours in connection with the Works. The Contractor shall also refer to the General Conditions of Contract for Construction Works (Third Edition, 2015).

**C3.4.17 Site Meetings**

The Engineer will conduct monthly site meetings as a minimum, prepare and circulate minutes, as determined by him in consultation with the Employer. The Contractor shall attend these meetings and shall ensure that when necessary, all required sub-contractors are represented. The Contractor shall submit monthly progress reports as required in terms of the Employer's reporting systems.

**C3.4.18 Security of the Site**

The attention of the Contractor is drawn to the necessity of securing his Site, in particular his construction camp and depot. The Contractor shall allow at all times for the necessary security and watching to prevent theft or damage to materials, plant and the Contractor's equipment, and to ensure the safety of both the Contractor's personnel and the Employer's personnel.

It is in the interest of the Contractor to establish and maintain healthy community liaison and employment structures throughout the duration of the Contract as healthy structures will serve to elicit the support of affected communities in detecting and prosecuting criminal activity.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C3.5: SPECIFICATIONS**

##### **C3.5.1 STANDARD SPECIFICATIONS**

(a) The following specifications shall apply to this contract:

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

SAICE  
Waterfall Park  
Howick Gardens  
Vorna Valley  
Becker Street  
Midrand

Postnet Suite 81  
Private Bag X65  
Halfwayhouse  
1685

Tel : (011) 805-5947  
Fax : (011) 805-5971

Contact Person: Angeline Aylward

(b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

##### **C3.5.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.5.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**COLTO SERIES 1000:      GENERAL**

**SECTION B1100: DEFINITIONS AND TERMS**

**B1115      GENERAL CONDITIONS OF CONTRACT**

REPLACE CLAUSE 1115 WITH THE FOLLOWING:

"The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, Second Edition, 2010 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table B1115. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

TABLE B1115

| COLTO Standard Specifications |         | Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications |   | Equivalent reference to General Conditions of Contract for Construction, 2 <sup>nd</sup> edition, 2010, applicable to this Contract |   |
|-------------------------------|---------|---|---|---|---|
| Clause No                     | Page No | Clause No   | Description or Reference                                  | Clause No   | Description or Reference amended to                       |
| 1115                          | 1100-2  |   | Definition of GCC   |   | Definition GCC 2010                                       |
| 1202                          | 1200-2  | 15  | Construction programme                                    | 5.6   | Programme   |
| 1204                          | 1200-2  |   | General reference to GCC                                  |   | Applicable to GCC 2010                                    |
| 1206                          | 1200-3  | 14  | Setting out of works                                      |   | Clause amended in 1206 of Specifications                  |
| 1209(a)                       | 1200-4  |   | General references to GCC                                 |   | Applicable to GCC 2010                                    |
| 1209(e)                       | 1200-5  | 52  | Valuation of material brought onto site                   | 6.10  | Valuation of material brought onto site                   |
| 1210                          | 1200-5  | 54  | Certificate of practical completion                       | 5.14  | Certificate of Practical Completion                       |
| 1212(1)                       | 1200-7  | 49  | CPA on alternative designs                                | 6.8   | CPA on alternative designs                                |
| 1215                          | 1200-9  | 45  | Extension of time for completion due to abnormal rainfall | 5.12  | Extension of time for completion due to abnormal rainfall |
| 1217                          | 1200-10 | 35  | Care of the works   | 8.2   | Care of the works   |
| 1303(ii)                      | 1300-1  |   | General reference to GCC                                  |   | Applicable to GCC 2010                                    |
| 1303(iii)                     | 1300-1  | 49  | Price adjustment Item 13.01 (a)                           | 6.8   | Price adjustment Item 13.01 (a)                           |
| 1303 (iii)                    | 1300-2  | 49  | Price adjustment Item 13.01 (b)                           | 6.8   | Price adjustment Item 13.01 (b)                           |
| 1303 (iii)                    | 1300-1  | 53  | Variations exceeding 15%                                  | 6.11  | Variations exceeding 15%                                  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| COLTO Standard Specifications |         | Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications |  | Equivalent reference to General Conditions of Contract for Construction, 2 <sup>nd</sup> edition, 2010, applicable to this Contract |  |
|-------------------------------|---------|---|--|---|--|
| Clause No                     | Page No | Clause No   | Description or Reference   | Clause No   | Description or Reference amended to                              |
| 1303 (iii)                    | 1300-2  | 53  | Variations exceeding 15%   | 6.11  | Variations exceeding 15%   |
| 1303                          | 1300-2  | 12  | Payment Item 13.01 (c)   | 5.3   | Payment Item 13.01 (c)   |
| 1303                          | 1300-2  | 45  | Payment Item 13.01 ( c )   | 5.12  | Payment Item 13.01 ( c )   |
| 1403( c )<br>(ii)             | 1400-4  | 40 (1)  | Variation for rented accommodation                               | 6.4.1   | Variation for rented accommodation                               |
| 1505                          | 1500-3  | 40  | Variation for temporary drainage                                 | 6.4   | Variation for temporary drainage                                 |
| Item 15.08                    | 1500-8  | 48  | Payment of Provisional Sum                                       | 6.6   | Payment of Provisional Sum                                       |
| Item 15.09                    | 1500/8  | 48  | Payment of Provisional Sum                                       | 6.6   | Payment of Provisional Sum                                       |
| Item 15.11                    | 1500-8  | 48  | Payment of Provisional Sum                                       | 6.6   | Payment of Provisional Sum                                       |
| Note (2)                      | 3100-4  | 40  | Payment for prospecting for materials                            | 6.4   | Payment for prospecting for materials                            |
| 3204(b)<br>(iii)              | 3200-2  | 40  | Payment for oversize material                                    | 6.4   | Payment for oversize material                                    |
| 3303(b)                       | 3300-2  | 2   | Engineer's decisions, with reference to materials classification | 3   | Engineer's decisions, with reference to materials classification |
| Item 44.06                    | 4400-3  |   | General reference to GCC, PC Sums                                | 6.6.2   | General reference to GCC, PC Sums                                |
| Item 45.06                    | 4500-3  |   | General reference to GCC, PC Sums                                | 6.6.2   | General reference to GCC, PC Sums                                |
| 5803 (c)                      | 5800-3  | 40  | Variation, for landscaping                                       | 6.3   | Variation, for landscaping                                       |
| 5805 (d)                      | 5800-4  | 40  | Variation, for grassing  | 6.3   | Variation, for grassing  |
| Item 58.10                    | 5800-10 | 48  | Payment for Extra Work   | 6.6   | Payment for Extra Work   |
| 8103 ( c )                    | 8100-1  | 40  | Variation, for testing material                                  | 6.3   | Variation, for testing material                                  |
| Item 81.02                    | 8100-26 |   | General reference to GCC, Provisional Sums                       | 6.6   | General reference to GCC, Provisional Sums                       |
| Item 81.03                    | 8100-26 | 22  | Clearance of site on completion, with reference to core drilling | 5.15.1  | Clearance of site on completion, with reference to core drilling |

**B1155 WORK IN RESTRICTED AREAS**

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"No additional or extra over payment will be made for work in restricted areas except for work near structures as defined in section 6100."

ADD THE FOLLOWING CLAUSES:

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

**B1156      COMMERCIAL SOURCE**

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.”

**B1158      BITUMEN RUBBER**

A hot mixture of penetration-grade bitumen and fine rubber crumbs.

**B1159      LABOUR-OPTIMISING CONSTRUCTION**

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce the standard of construction required by the specifications. Therefore, the economic substitution of plant and mechanical equipment with available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

**B1160      PATCHING**

Patching shall be any repair work to existing pavement layers with the purpose of repairing local failures with a surface area of more than 1 m² but less than 100 m². Repairs in excess of 100 m² shall be considered to be reconstruction.

**B1161      POTHOLES**

Potholes are local failures covering an area of less than 1 m².

**B1162      REPAIR**

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

**B1163      STRESS-ABSORBENT MEMBRANE INTERLAYER (SAMI)**

A layer of stone chippings and bitumen rubber constructed between successive pavement layers for the purpose of absorbing stress.

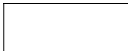
**B1164      PROCESS CONTROL**

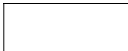
Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer. The contractor is responsible for process control testing. The cost of testing for process control is deemed included in the rates tendered for each item. The minimum frequency of testing for process control should comply with Section 8300 of the standard specifications: Quality Control.”

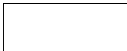
**B1165      ACCEPTANCE CONTROL**

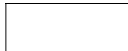
Acceptance control means whatever testing the engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the contractor. Such testing will be carried out at the cost of the employer.  
Both the process and acceptance control testing by the engineer shall be carried out by an accredited laboratory.

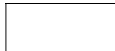
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**B1166      PRE-TREATMENT**

Treatment of the existing surfacing and base prior to a bituminous overlay or reseal. Pre-treatment can include but is not limited to the following actions:

- Patching, inclusive of saw cutting, excavation, priming and/or tacking, and backfilling with asphalt
- Milling out existing asphalt surfacing and/or base layer, priming and/or tacking, and backfilling with paver-laid asphalt
- Repairing edge breaks, inclusive of saw cutting, excavation, priming and/or tacking, and repairing with asphalt
- Crack sealing, inclusive of cleaning, and applying herbicide, primer and sealant
- Slurry seal surface treatment."

**B1167      FREE HAUL DISTANCE**

The free-haul distance in regard to any material which is moved shall be to the closest municipal landfill site.

**B1168      CLASSES OF EXCAVATION**

No distinction will be made between soft and intermediate excavation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

ADD THE FOLLOWING:

"A number of existing services occur within the extent of the works that will affect the contractor's programme of work. It is therefore of the utmost importance for the contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

Before work commences, the contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the works."

**B1204 PROGRAMME OF WORK**

**(a) General requirements**

Add the following as a continuation of the first paragraph:

"A Gantt chart programme shall be provided, showing the various activities in such detail as the Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender. This preliminary programme must clearly indicate the duration of the following activities after written notification from the engineer has been received:

- (i) Site establishment
- (ii) All non-construction activities (contractual items that need to be addressed prior to the commencement of the actual works)
- (iii) Submission of works programme
- (iv) Start of construction

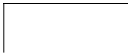
In drawing up the works programme the contractor shall make allowance for the following:

- (i) All special non-working days defined in Contract Data.
- (ii) The expected delays: Extension of time resulting from inclement weather.
- (iii) The following restricted working conditions:
  - Limitations in terms of weather conditions especially cold or hot conditions that may make seal work impossible.

The contractor shall clearly indicate the following:

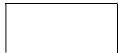
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- (i) A work breakdown structure that identifies all major activities
- (ii) Scheduled start and end dates for each activity
- (iii) Proposed production rates
- (iv) Linkages between activities that clearly identify sequence, floats and dependencies
- (v) The critical path activities
- (vi) Intended working hours and resource allocations (plant and labour)
- (vii) Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Employer's agent. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Commented [RV1]: Not in Iliso's Doc

Add the following new sub clause:

(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor, at the cost of the contractor, a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

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B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

Delete the second, third, fourth and fifth paragraphs and replace with the following:

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

"The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

*Add the following at the end of this clause:*

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

"The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing".

**B1206 THE SETTING-OUT OF WORK AND PROTECTION OF**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING*

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

*ADD THE FOLLOWING:*

"The Roads and other access/service roads have not been set out. The horizontal alignments shown on the drawings reflect the centre line of the new roads. The contractor shall appoint an experienced and reputable land surveyor to stake the road at 20 m intervals using these alignments and shall take cross-sections of the road formation and adjacent area at 10 m intervals in mountainous areas and 20 m intervals in other areas to a distance of at least 10 m wider than the new road toe-lines. The cross-sections shall clearly define shoulder break lines, drains and batter slopes of existing cuts and fills. The cross-sections of a particular section of the road to be constructed shall be submitted to the engineer for his approval at least 7 days before the time envisaged by the contractor when such a section of road will be constructed. These cross-sections shall then be used for the calculation of quantities.

The reference beacons shown on the drawings shall be used for the purpose of staking and taking cross-sections. The appointed land surveyor shall in addition also construct sufficient reference markers corresponding to the staked line to ensure that accurate measurements can be made.

No additional or extra over payment will be made for staking the road centre line or for taking cross-sections and full compensation therefore shall be deemed to be included in the rates tendered and paid for the various items of work included in this contract."

**B1207 NOTICES, SIGNS AND ADVERTISEMENTS**

*Delete the third paragraph and replace with the following:*

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

"All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the disestablishment of the contractor's camp.

**B1209 PAYMENT**

**(b) Rates to be inclusive**

"VAT shall be excluded from the rates."

**(c) The meanings of certain phrases in payment clauses**

**(i) Procuring and furnishing... (material)**

Add the following:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled".

**(e) Materials on the site**

ADD THE FOLLOWING:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on site" in respect of any construction materials if stored off-site providing that:

- (i) The site selected for this purpose is approved by the engineer
- (ii) Such land is physically separated from any production plant or operation
- (iii) Only materials for use under this contract is stockpiled on such land
- (iv) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (v) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

ADD THE FOLLOWING SUBCLAUSES:

**(g) Payment certificates**

With reference to the Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the contractor at his own expense in the form prescribed by the engineer. The cost of duplicating and delivering copies of the certificate to the contractor, the engineer and the employer shall be borne by the contractor. The engineer and the employer require a total of three sets of A4-sized paper copies.

**(h) Trade names**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials.

(i) **Work in confined areas**

Except where provided for in the specifications AND the bill of quantities, no extra payment shall be made nor shall any claim for additional payment be considered for construction in restricted or confined areas. The omission of standard pay items from the bill of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the tendered rates."

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

ADD THE FOLLOWING PARAGRAPH:

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

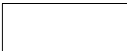
- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iv) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor."
- (v) Any information in the contractor's possession, which is required by the engineer and has been requested in writing or specified, has been supplied."

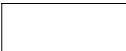
**B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

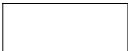
ADD THE FOLLOWING TO THE LAST PARAGRAPH OF SUBCLAUSE (d):

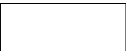
"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

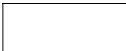
The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

Under subclause (e) replace the opening paragraph with:

“Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer’s offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:”

and add the following sub subclause:

- “(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor’s default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.
- “(vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer’s approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements.”
- “(viii) Adherence to the principles of the environmental management plan and legal obligations”.

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

ADD THE FOLLOWING:

**"Method (ii) (Critical-path method)**

Extension of time resulting from abnormal rainfall or other forms of weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be as given in table B1215/1. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the "n" values as specified shall not be taken as accumulating over the contract period. If the "n" days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

The rainfall records at Rainfall Station No “**Bloemfontein-Wo-0261516B0**” for the period 01-01-1962 to 31-12-1990 are reproduced in table B1215/1 for information purposes only. The symbols are those given for Method (i) in the standard specifications.”

Information Source: Department of Environmental Affairs  
Rainfall Station: Bloemfontein Airport (Bloemfontein-Wo-0261516B0)  
Location: 29° 6S \ 26° 18E  
Height: 1351 m above M.S.L.  
Period: 1962 - 1990  
X = 32 and Y = 10

**Table B1215/1**

| MONTH | Nn<br>(days) | Rn<br>(mm) |
|-------|--------------|------------|
|-------|--------------|------------|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|           |      |     |
|-----------|------|-----|
| January   | 4.5  | 83  |
| February  | 5.5  | 111 |
| March     | 4.5  | 72  |
| April     | 3.1  | 56  |
| May       | 1.1  | 17  |
| June      | 0.9  | 21  |
| July      | 0.5  | 8   |
| August    | 0.7  | 15  |
| September | 1.2  | 24  |
| October   | 2.6  | 43  |
| November  | 3.6  | 58  |
| December  | 3.8  | 60  |
| TOTAL     | 32.0 | 559 |

**B1222      USE OF EXPLOSIVES**

REPLACE PARAGRAPH (g) WITH THE FOLLOWING:

"(g)    The contractor shall, seven (7) days before each blasting operation is carried out, advise the engineer thereof in writing. Any such blasting operation shall be confirmed with the engineer twenty-four (24) hours prior to execution. The contractor shall make all the necessary arrangements to keep the public and the provincial traffic authorities fully informed with regard to the closures of the road for blasting purposes."

ADD THE FOLLOWING PARAGRAPH:

"(h)    Where blasting needs to be carried out within the road reserve of the existing road, it shall only be allowed between 09:00 and 12:00. The road may not be closed for a period longer than thirty (30) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic. Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

**B1224      THE HANDING-OVER OF THE ROAD RESERVE**

ADD THE FOLLOWING PARAGRAPHS:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of Section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.

In addition to the specified repairs, the contractor shall also carry out any maintenance work within the road reserve that the engineer may require. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period.

Any such work shall be as ordered by the engineer and shall be carried out as daywork."

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



**B1228      LEGAL PROVISIONS**

ADD THE FOLLOWING PARAGRAPHS:

"The contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in the project specifications schedule of quantities and drawings, as well as in the employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the contract document.

The contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the employer.

The contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above-mentioned plan or regulations.

A payment item is included in the schedule of quantities to cover the contractor's cost for compliance with the OHS Act and the above-mentioned regulations."

**B1229      SABS CEMENT SPECIFICATIONS**

ADD THE FOLLOWING TO THIS SUBCLAUSE:

"Where reference is made in this Specification or the Standard Specifications to the cement specifications, eg SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement compositions, specifications and conformity criteria

Part 1: Common cements.

On this contract CEM II A-L, class 32.5 cement shall be used."

ADD THE FOLLOWING CLAUSES:

**B1230      MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorized by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

**B1231      REPORTING OF ACCIDENTS**

The contractor shall report every accident which occurs on the road, within the extent of the works, to the engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such records available to the engineer on demand.

**B1232      LABOUR-OPTIMISING CONSTRUCTION METHODS**

**(a)      General**

The following provisions shall apply in respect of those portions of the works that are specified in Part C3.3 to be executed using labour-optimising construction methods.

**(b)      Restrictions on the use of electrical and mechanical plant and equipment**

Except to the extent specified in Part C3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the

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|  |   |   |  |   |   |
|--|---|---|--|---|---|
| <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Contractor | <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Witness 1 | <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Witness 2 | <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Employer | <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Witness 1 | <div style="border: 1px solid black; width: 80px; height: 20px; margin-bottom: 5px;"></div> Witness 2 |
|--|---|---|--|---|---|

contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.3 that are to be constructed by labour-optimising construction methods; provided always that the engineer may at his sole discretion and at any time, or upon receipt of a fully motivated written application from the contractor, instruct or authorise the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the execution of such portions of the works otherwise required, in terms of Part C3.3, to be constructed using labour-optimising construction methods only.

**(c) Classification of excavations**

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

- (i) Excavations which are:
- not specified in Part C3.3 as required to be executed using labour-optimising construction methods; and
  - specified in Part C3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the project specifications, either with the prior authorisation of the engineer or in breach of the provisions of the specifications,
- shall be classified in accordance with the provisions of the standard specifications.
- (ii) Excavations which are specified in Part C3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1231/10.

TABLE B1231/10: CLASSIFICATION OF EXCAVATION

| Classification | Number of blows required for a DCP penetration of 100 mm |               |
|----------------|--|---------------|
|                | Granular soil  | Cohesive soil |
| Soft           | ≤ 30   | ≤ 10          |
| Hard           | > 30   | > 10          |

- (iii) Where only excavation in soft material is required in terms of Part C3.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of subsubclause (ii) above, and the excavation beyond the cut-off point shall be in terms of subsubclause (i) above.
- (iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the engineer, or in accordance with a concession granted by the engineer or through default of the contractor, shall be made in terms of subsubclause (i) above.

**B1233 TRAINING**

|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in elsewhere in this document. The contractor's selection of the candidates shall be approved by the project liaison committee and the engineer, subject to the required entrance levels. All training courses must be offered through approved accredited training organisations.

The contractor shall provide the following for the training:

- (a) A venue with sufficient lighting, electric power points and furniture
- (b) All necessary stationery, consumables and study material
- (c) Transport to and from the training venue if the training is not delivered on site
- (d) Wages for candidates attending engineering (technical) skills training during working hours
- (e) Payment to approved training organisations for the provision of training.

NB: Only technical skills and entrepreneurial training may take place during normal working hours. Generic training may only take place after hours. All training courses shall commence within one month of handing over the site and be complete before the end of the contract period.

**B1234 PROJECT STEERING COMMITTEE (PSC)**

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Mangaung Metro Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works. They will be paid R 500-00 per sitting unless otherwise ordered by the Engineer. The number of sittings are limited to one sitting per month.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

**B1235 COMMUNITY LIAISON OFFICER (CLO)**

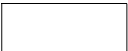
The contractor or his appointed agent will appoint a community liaison officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

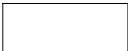
**(a) Duties of the community liaison officer**

The community liaison officer's duties will be:

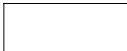
- (i) To be available on site daily between the hours of 08:00 and 12:00 and at other times as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.

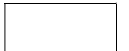
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in this document (form RDP 12(E)).

**(b) Payment for the community liaison officer**

A special pay item is incorporated in Section 1200 of the schedule of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the employer in terms of the Sectorial Determination 2: Civil Engineering Sector (Task Grade 3).

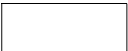
**(c) Period of employment of the community liaison officer**

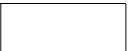
The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

**B1236 SUBCONTRACTORS**

Over and above the stipulations of the Conditions of Contract, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the

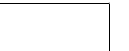
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of the Conditions of Contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

**B1237 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the contractor to be deemed as included in his General Obligations rates in Section 1300 of the schedule of quantities.

**B1238 RELOCATION OF EXISTING SERVICES**

This section covers the relocation of existing services that may clash or may be in the way of the new services. This also covers the protection of existing services that could be damaged as a result of the works carried out under this contract.

**B1239 CONTRACT NAMEBOARDS**

The Contractor shall provide two project nameboards that will withstand the environment. The name boards will be according to the Municipal standard and will be placed after consultation with the Employer.

The nameboards shall be removed at the end of the contract period.

**B1240 SITE INSTRUCTION BOOK**

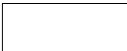
A triplicate book shall be provided for the Employer's agent to be used for site instructions. It shall at all times be kept on the site.

**B1241 SITE CORRESPONDENCE BOOK**

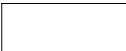
A triplicate book shall be provided for the Employer's agent to be used for correspondence. It shall at all times be kept on the site.

**B1242 RAINFALL FACILITIES**

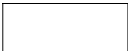
The contractor must set up his own rainfall gauge. The Employer or Employer's agent must approve the location and positioning of the rail gauge. A special payment item is included for a rainfall gauge in the Schedule of Quantities under other fixed-charge obligations



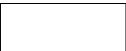
Contractor



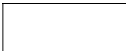
Witness 1



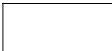
Witness 2



Employer



Witness 1



Witness 2

**B1243 WATER, ELECTRICITY AND SEWAGE**

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

**B 1244 LENGTH OF TRENCHES**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Employer's agent, not more than 200 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open over the builders' holidays.

**B1245 PAYMENT**

ADD THE FOLLOWING PAYMENT ITEMS:

| Item          |   | Unit                   |
|---------------|---|------------------------|
| <b>B12.01</b> | <b>Training:</b>  |                        |
| (a)           | Engineering (technical) skills .....  | Provisional (Prov) Sum |
| (b)           | Generic skills .....  | Provisional (Prov) Sum |
| (c)           | Entrepreneurial skills .....  | Provisional (Prov) Sum |
| (d)           | Training venue .....  | lump sum               |
| (e)           | Remuneration of workers undergoing technical skills training .....  | Provisional (Prov) Sum |
| (f)           | Contractor's handling costs, profit and all other charges in respect of subitems B12.01(a), (b), (c) and (e): |                        |
| (i)           | Engineering (technical) skills .....  | percentage (%)         |
| (ii)          | Generic skills .....  | percentage (%)         |
| (iii)         | Entrepreneurial skills .....  | percentage (%)         |
| (iv)          | Remuneration of workers undergoing technical skills training .....  | percentage (%)         |

Payment under subitems B12.01(a), (b) and (c) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the Conditions of Contract.

|                                   |                                  |                                  |                                 |                                  |                                  |
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| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
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The lump sum tendered for subitem B12.01(d) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

Payment under subitem B12.01(e) shall be the actual sum paid to workers undergoing technical skills training. The contractor will not be reimbursed directly for his administrative costs which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for subitem B12.01(f) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.01(a), (b) and (c) and shall be in full and final compensation in respect of the contractor's handling costs, profit, mentoring, record-keeping, reporting and all other charges in connection with providing the services.

| Item  | Unit                   |
|---|------------------------|
| <b>B12.02 Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:</b> |                        |
| (a) Project Liaison Officer .....   | Provisional (Prov) Sum |
| (b) Project Liaison Committee.....  | Provisional (Prov) Sum |
| (c) Contractor's handling costs, profit and all other charges in respect of subitems B12.02(a) and (b): |                        |
| (i) Project Liaison Officer .....   | percentage (%)         |
| (ii) Project Liaison Committee.....   | percentage (%)         |

Payment under subitems B12.02(a) and (b) shall be the amounts actually paid to the Project Liaison Officer and members of the Project Liaison Committee as agreed upon by the employer, the engineer, the Project Liaison Officer and the members of the Project Liaison Committee. Payment shall be made in accordance with the provisions of the Conditions of Contract.

The percentages tendered for subitem B12.02(c) shall be the percentages of the amounts actually reimbursed to the contractor under subitemsB12.02(a) and (b) and shall include full compensation in respect of the contractor's handling costs, profit and all other charges with regard to the appointment and remuneration of the Project Liaison Officer and the establishment and remuneration of the Project Liaison Committee.

| Item   | Unit            |
|--|-----------------|
| <b>B12.05 Compliance with OHS Act and Regulations (including the Construction Regulations 2003).....</b> | <b>lump sum</b> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The tendered sum shall include full compensation to the contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract, as described in B1228 of Part B of the project specifications. 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.

| Item          | Unit  |
|---------------|---|
| <b>B12.06</b> | <b>Protection, removal realignment and replacement of services:</b>                     |
| (a)           | Utility services:   |
| (i)           | Protection, removal, realignment and replacement ..... Provisional (Prov) Sum           |
| (ii)          | Handling costs and profit in respect of subitem B12.06(a)(i) above ..... Percentage (%) |

The provisional sum for utility services shall be expended in accordance with the Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under item B12.06(a)(i), which shall be paid to the contractor as full compensation for handling costs and profit in connection with dealing with all utility services.

| Item          | Unit   |
|---------------|--|
| <b>B12.07</b> | <b>Name Boards</b> ..... Prime Cost (PC) Sum |

The tendered sum shall include full compensation to the contractor for the name boards and to maintain the name boards for the construction period.

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

**SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1302 GENERAL REQUIREMENTS**

**(a) Camps, constructional plant and testing facilities**

ADD THE FOLLOWING:

"Before the establishment of the contractor's camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700."

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and it shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

**(c) Legal and contractual requirements and responsibility to the public**

ADD THE FOLLOWING PARAGRAPH:

"There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

- (i) Part C1.5 contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. The cost of health and safety measures during the construction process must be included under item 13.01."

The responsibility is on the contractor to make sure that he complies with all the legal requirements and the municipal by-laws pertaining to construction works or otherwise.

"The contractor shall comply with all statutory and contractual requirements of the Environmental Management Programme."

**B1303 PAYMENT**

**Item**

**B13.01 The contractor's general obligations**

ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:

"The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the tender sum."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*DELETE THE SEVENTEENTH PARAGRAPH COMMENCING WITH "The tendered rate per month for subitem B13.01(c) ..." AND REPLACE WITH:*

"The tendered rate per month for subitem B13.01(c) represents full compensation for that part of the contractor's general obligations which is mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the commencement date until the end of the period for completion of the works, plus any extension thereof, provided that:"

*ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:*

"The amount payable to the contractor for time-related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the Conditions of Contract, shall be calculated by taking account of only payment items for which the unit of measurement is 'month'. All pay items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 23 working days per month."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION B1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

*ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:*

"Burglar-proofing shall comply with the requirements of CKS 338.

The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

**(b) Offices**

*ADD THE FOLLOWING SUBSUBCLAUSES:*

"(xviii) Steel plan cabinets shall be able to accommodate one hundred and fifty A0-sized drawings hanging vertically from approved holders.

(xix) The electric refrigerator shall have a capacity of at least 200 litres.

(xx) Floodlights at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.

(xxi) The cellphones and car kits supplied to the engineer's site staff shall be supplied for the duration of the contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration."

**(c) Laboratories**

*ADD THE FOLLOWING TO SUBSUBCLAUSE (xiv):*

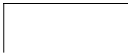
"The lengths of the baths are governed by the heating and water-circulation apparatus and the number of cubes to be stored, and must be approved by the engineer before the baths are constructed."

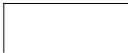
*ADD THE FOLLOWING TO SUBSUBCLAUSE (xv):*

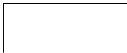
"The freezer compartment of the refrigerator shall have a capacity of approximately 50% of the volume of the refrigerator."

**(h) Communication System**

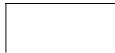
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**REPLACE WITH THE FOLLOWING:**

The Contractor shall provide the Engineer with a monthly airtime top-up voucher of R500-00 and a 3G data card and 500mb/month in data bundles.

**ADD THE FOLLOWING SUBCLAUSE:**

**"(i) Computers and printers**

When instructed by the engineer, the contractor shall provide approved new computer equipment, including software and printers for use by the engineer's site personnel. The type of equipment and software shall be as instructed by the engineer and payment for equipment and maintenance shall be made through item B14.12.

All equipment provided shall be kept fully serviceable at all times by the contractor. The contractor shall repair/replace any defective equipment within 48 hours after notification by the's staff. The contractor shall also be responsible to provide all paper and ink cartridges required by the engineer.

The minimum requirement for the Laptop and printer will be:

Laptop: 3.2 GHZ Processor, 4 GB RAM,320 Gig HD,CD/DVD Drive with USB port min. Core i3 or similarly approved, complete with Windows 8 operating system & MS Office Basic and 3G Modem

Printer: Colour printer with minimum page feed

At the end of the contract, the equipment and software shall revert back to the contractor."

**ADD THE FOLLOWING SUBCLAUSE:**

**(j) Safety Equipment for Engineer's staff**

The Contractor shall allow for providing the following protective clothing for the engineering staff:

- 2 high visibility vests
- 2 hard hats (white)
- 2 Sets of safety boots

The contractor must also provide a water closet and water on tap (for personal hygiene) not further than 10m from the site office.

**B1404 SERVICES**

**(b) Water, electricity and gas**

**ADD THE FOLLOWING:**

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

(c) Maintenance

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The contractor shall supply all labour, equipment and materials required for keeping the offices, laboratories, ablution units, car-ports at the offices and laboratories, and the housing for labourers in a neat and clean condition, and shall immediately undertake repairs requested by the engineer to the offices, laboratories, ablution units, car-ports, rented houses and the housing for labourers. The contractor is not responsible for keeping rented houses in a clean and neat condition, nor for tending to or caring for the gardens."

**B1406 MEASUREMENT AND PAYMENT**

| Item          | Unit  |
|---------------|---|
| <b>B14.01</b> | <b>Office and laboratory accommodation:</b> |

REPLACE SUBITEM (e) WITH THE FOLLOWING:

- "(e) Ablution units:
- (i) Site unit..... square metre (m²)
- (ii) Laboratory unit..... square metre (m²)"

ADD THE FOLLOWING SUBSUBITEMS:

- (g) Venue for site meetings ..... square metre (m²)

| Item          | Unit  |
|---------------|---|
| <b>B14.03</b> | <b>Office and laboratory fittings, installations and equipment:</b> |

- (a) Items measured by number:

CHANGE SUBITEM (i) TO READ AS FOLLOWS:

- "(i) 220/250 volt power points including voltage stabilizers and regulators as specified .....number (No)"

ADD THE FOLLOWING SUBSUBITEMS:

- "(xix) Steel plan cabinets ..... number (No)
- (xx) Floodlights complete with poles and minimum 500 watt globes ..... number (No)

|                                   |                                  |                                  |                                 |                                  |                                  |
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| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
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The tendered rate for subitem B14.03(a)(xx) shall include for the operation of the lights from sunset to dawn for the full duration of the contract."

(b) Prime-cost items and items paid for in a lump sum:

ADD THE FOLLOWING SUBSUBITEMS:

- "(ix) Provision of cellphones complete with car kits fitted to vehicles as directed, including all fees and the cost of phone calls in connection with the administration of the contract..... Prime Cost (PC) Sum
- (x) Handling costs and profit in respect of subitem 14.03(b)(ix) above..... percentage (%)"

ADD THE FOLLOWING SUBITEM:

- (d) Safety Equipment for Engineering Staff:
- "(i) Provision of Safety Equipment for Engineer's Staff.. Prime Cost (PC) Sum
- "(ii) Handling costs and profit in respect of subitem 14.03(d)(i) above..... percentage (%)"

| Item   | Unit                              |
|--------|-----------------------------------|
| B14.10 | Provision of Photostat facilities |

AMEND THIS PAYITEM DESCRIPTION TO READ "provision of copying facilities" AND IN THE PAYMENT PRESCRIPTION, AMEND "photocopier" TO READ "combination colour printer/copier/scanner/facsimile machine".

| Item   | Unit                                      |
|--------|---|
| B14.12 | Supply of computer hardware and software: |

- (a) Supply of computer equipment and software ..... Prime Cost (PC) sum
- (b) Handling cost and profit in respect of subitem B14.12(a)..... percentage (%)

Expenditure under this item shall be made in accordance with the Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under subitem B14.12(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified equipment.

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

**SECTION B1500: ACCOMMODATION OF TRAFFIC**

**B1501 SCOPE**

ADD THE FOLLOWING:

"This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

**B1502 GENERAL REQUIREMENTS**

**(a) Safety**

ADD THE FOLLOWING:

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

**(b) Providing temporary deviations**

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall keep the provincial traffic police, the municipal traffic department and the engineer fully informed of changes in the normal traffic flow and obtain their approval for these changes."

**(e) Access to properties**

ADD THE FOLLOWING:

"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

**(i) Traffic safety officer**

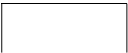
ADD THE FOLLOWING AFTER SUBCLAUSE (viii):

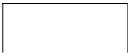
"(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the works

(x) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

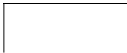
The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5 m above ground level to be clearly visible. The vehicle shall be equipped with two

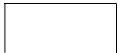
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



revolving amber-coloured flashing lights with a minimum intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the contractor's cost for his establishment and general obligations (section 1300)."

ADD THE FOLLOWING NEW SUB-CLAUSES:

"(j) Public traffic

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the residents and public on the streets on which he works.

General layouts and details for the accommodation of traffic is provided in the South African Road Traffic Signs Manual (SARTSM), Chapter 13, 1994, *Roadworks Signing*, which shall be used on this contract.

(k) Liaison with Mangaung traffic department

The contractor shall obtain permission and approval of his traffic management plan from the municipality in writing prior to any work is started on any section of the work.

(l) Non-compliance with the conditions for the accommodation of traffic

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with."

No additional payment shall be made for costs as a result of sub clauses j, k and l. All costs related thereto are to be covered under the items scheduled under section 1500 in the Schedule of quantities.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).

All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements set out in the National Road Traffic Act, 1996 (Act No 93 of 1996), the National Road Traffic Regulations, 2000 of the relevant authorities and on the drawings or as instructed by the engineer.

The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road traffic signs, barricades, traffic-control facilities, channelization devices and warning devices."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**(b) Road signs and barricades**

ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted ballasting of the sign supports shall be by using durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Part 13 of Volume 2 of the South African Road Traffic Signs Manual.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the engineer is obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply to the requirements, the work on that section will be suspended without any compensation to the contractor.

If required, permanent road signs shall be covered using a hessian bag pulled over the sign in the form of a hood and fastened to the sign posts. The use of plastic bags or other materials fastened with adhesive tape shall not be permitted. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and B15.10."

**(c) Channelization devices and barricades**

ADD THE FOLLOWING PARAGRAPHS:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- (i) They shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorised, with Class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) The delineators shall be subject to the approval of the engineer.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (v) The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the engineer.
- (vi) Traffic cones made of a fluorescent red-orange or red plastic material, shall be used only at short-term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

**(d) Barriers**

ADD THE FOLLOWING:

"Guardrails mounted on steel drums shall not be used as barriers."

**(e) Warning devices**

ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

"The flashing lights shall have a minimum intensity of 55 W."

ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:

"The warning boards shall be at least 1,5 m above ground level."

ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

- (i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens with a minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling on or parked alongside roads open to public traffic.

Rotating lights and the 'construction vehicle' signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall supply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements, shall be removed from the site.

- (ii) Sign mounted flashing lights

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

ADD THE FOLLOWING SUBCLAUSES:

**“(g) Safety jackets**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

The engineer, his personnel and visitors shall wear safety jackets at all times when they move about the site. The contractor shall provide the engineer with four (4) safety jackets. The safety jackets shall be orange in colour and shall be submitted for the engineer's approval before they are purchased. No separate payment will be made for the safety jackets and full compensation therefore shall be included in the rates tendered for in section 1500.

**“(h) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

**B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS**

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"The effective carriageway width for any two-way traffic accommodated on an existing bituminous surfaced road shall not be less than 6,0m. No single lane shall be less than 3,0m wide.

Where the traffic is accommodated in half-widths, the effective lane width for one-way traffic shall not be less than 3,0m."

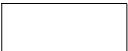
**B1505 TEMPORARY DRAINAGE WORKS**

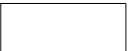
ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"The construction of temporary culverts shall be in accordance with section 2200. Temporary culverts no longer required shall be removed as directed by the engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the engineer."

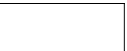
**B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS**

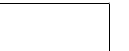
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"The gravel material laid on existing roads used as diversions shall comply with the following:

- Maximum size : 37,5 mm
- Oversize index (Io) : 0 (% retained on 37,5 mm sieve)
- Shrinkage products (Sp) : 100 - 240 (linear shrinkage x % passing 0,425 mm sieve)
- Grading coefficient (Gc) : 16 - 34 [(% passing 26,5 mm - % passing 2,0 mm) x % passing 4,75 mm/100]
- CBR : ≥ 15 at 93% of modified AASHTO density."

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

ADD THE FOLLOWING:

"The contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public traffic using the half-widths to make way for construction traffic.

However, the engineer may under special circumstances agree to stop the traffic for a maximum period of 15 minutes, but with the express proviso that the traffic authority controls such an eventuality. Should the contractor require longer closure times, this will only be considered on the submission of a detailed method statement for the work to be done and on receipt of accommodation of traffic drawings and an incident plan. Such submission shall be done at least 14 days prior to the intended closure."

REPLACE THE THIRD PARAGRAPH AND ONWARDS WITH THE FOLLOWING:

"Work in half-widths shall at all times be restricted to one lane at a time. The contractor shall not be allowed to work on both lanes simultaneously.

Work on the road shall be executed as follows:

- (i) The work may commence at any of the contract limits or any point in between. The contractor shall however, note that the relocation and/or protection of services intersecting the site may not yet have been carried out by the service authorities and this may affect the contractor's programme of work. To this extent the contractor's attention is drawn to clause B1202.
- (ii) The total road length which may be demarcated at any time for construction, upgrading or rehabilitation shall not exceed 2,5 km per work area, excluding transitions and signs.
- (iii) A minimum distance of 5 km must be maintained between any two consecutive work areas.
- (iv) Under no circumstances may any of the actions under (ii) be undertaken on more than two adjacent work areas simultaneously.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (v) The contractor will not be allowed to occupy a new section of road before a previous section has been substantially completed. For the purpose of this contract, substantial completion shall mean the completion of the work to the satisfaction of the engineer in order to open the road for two-way traffic.
- (vi) Manually controlled traffic signals and two-way radios shall be used to control the traffic during daylight hours. Traffic signals shall be controlled electronically during night time, or manually with two-way radios subject to approval by the engineer."

ADD THE FOLLOWING CLAUSE:

**"B1518 RETRO-REFLECTIVE MATERIAL**

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in clause B8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in table B8118/1."

**B1517 MEASUREMENT AND PAYMENT**

Item

**B15.01 Accommodating traffic and maintaining temporary deviations**

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The accommodation of traffic and the maintenance of deviations shall be measured once only along the centre line of the road, irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The limits for any particular section of road over which traffic has to be accommodated and deviations have to be maintained shall be the distance measured between the limits of construction of the particular section of road under consideration. Only the net distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured."

Item

**B15.02 Earthworks for temporary deviations**

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for frontage/service roads used for the accommodation of traffic will be made under section 3300."

Item

Unit

**B15.03 Temporary traffic-control facilities:**

REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- "(g) Rectangular road signs, TGS-, TIN-, and TW-series (excluding TW-series delineators and barricades)..... square metre (m²)
- (h) Delineators TW401/TW402 (250 mm x 1 000 mm sides):
- (i) Single sided ..... number (No)
- (ii) Double sided .....number (No)"

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"Payment for the provision of temporary traffic-control facilities shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

Item

**B15.05      Graveling and repair of temporary deviations and existing gravel roads used as temporary deviations**

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for graveling of frontage/service roads used for the accommodation of traffic will be made under section 3400."

REPLACE ITEM 15.10 WITH THE FOLLOWING:

| "Item  | Unit                  |
|--|-----------------------|
| <b>B15.10      Accommodation of traffic where the road is constructed in half-widths .....</b> | <b>kilometre (km)</b> |

The unit of measurement shall be the kilometre measured along the centre line of the roads to be constructed, upgraded or rehabilitated in half-widths as directed by the engineer.

The accommodation of traffic in half-widths shall be measured once only along the centre line of the road, irrespective of the number of times necessary to accommodate traffic over any particular part of the road.

This also applies to cases where the traffic is initially accommodated on one half of the road and later on the other half. The limits for any particular part of road on which traffic has to be accommodated in half-widths shall be the distance measured between the beginning and end of the particular work area and not between the two furthestmost temporary road signs on either side of the particular section of road under construction.

The tendered rate shall include full compensation for providing all Constructional Plant, equipment, tools, transport, labour, supervision, guards and all other incidentals necessary for the proper and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

safe handling of traffic as specified, for all additional costs and work resulting from accommodating the traffic in half-widths, and for dismantling, storing and if necessary re-using, moving, transporting and re-erecting temporary road signs, barricades and all other traffic-control facilities necessary to accommodate traffic in half-widths, irrespective of the number of times necessary to move such traffic-control facilities.

Payment will be made in three instalments as follows:

- (a) The first instalment, 25% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the widening of the shoulder or any phased construction for the accommodation of traffic.
- (b) The second instalment, 35% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the one half of the road complete to final road levels, excluding the second application of slurry.
- (c) The third and final instalment, 40% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the remainder of the road complete to final road levels, including the second application of slurry to the first half.

Payment for the provision of temporary traffic-control facilities shall be made under item B15.03 and shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

ADD THE FOLLOWING ITEMS:

| "Item  | Unit        |
|--|-------------|
| <b>B15.14 Provision of traffic safety equipment for use by the engineer:</b> |             |
| (a) Emergency rotating mini lightbar for mobile use .....                    | number (No) |
| (b) 'Construction' sticker for vehicles with 100 mm high lettering .....     | number (No) |
| (c) Safety jackets .....   | number (No) |

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof, and maintenance in good working order.

| Item   | Unit                |
|--|---------------------|
| <b>B15.16 Media releases and public relations:</b> |                     |
| (a) Media releases and public relations .....      | Prime Cost (PC) Sum |
| (b) Handling costs and profit in respect of        |                     |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



subitem B15.16(a) ..... percentage (%)

The prime cost sum is provided to cover costs related to media releases and public notices as instructed by the engineer.

The tendered percentage is a percentage of the amount actually spent under the relevant prime cost item, which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified services.

| Item          | Unit   |
|---------------|--|
| <b>B15.19</b> | <b>Damaged temporary road signs and delineators:</b> |
| (a)           | Repair:  |
| (i)           | Costs..... Provisional (Prov) Sum                    |
| (ii)          | Handling cost and profit in respect of subitem       |
|               | B15.19(a)(i) above ..... percentage (%)              |

| Item | Unit   |
|------|--|
| (b)  | Replacement:                                   |
| (i)  | Costs..... Provisional (Pov) Sum               |
| (ii) | Handling cost and profit in respect of subitem |
|      | B15.19(b)(i) above ..... percentage (%)        |

The provisional sums allowed under sub-items (a) and (b) shall be expended in terms of the provisions of the conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

| Item          | Unit   |
|---------------|--|
| <b>B15.20</b> | <b>Compensation to landowners for land taken up by deviations:</b> |
| (a)           | Repair:  |
| (i)           | Costs..... Provisional (Prov) Sum                                  |
| (ii)          | Handling cost and profit in respect of subitem                     |
|               | B15.20(a)(i) above ..... percentage (%)                            |
| (b)           | Replacement:   |
| (i)           | Costs..... Provisional (Prov) Sum                                  |
| (ii)          | Handling cost and profit in respect of subitem                     |
|               | B15.20(b)(i) above ..... percentage (%)                            |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The provisional sum shall be expended in accordance with the provisions of the conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in subitem (b) is an extra over percentage on the amount actually spent under subitem (a) which shall include full compensation for the handling costs and profit of the contractor."

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

**SECTION B1600: OVERHAUL**

**B1602     DEFINITIONS**

**(a)     Overhaul material**

*ADD THE FOLLOWING TO SUBCLAUSE (i):*

"Overhaul material shall also include the following:

Any material, irrespective of type which is removed from existing pavements and spoiled, or which is hauled direct to other parts of the site or to approved stockpiles or from stockpiles to a working area."

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"No overhaul shall apply to materials from commercial sources. The contractor's tendered rates for all materials from commercial sources shall be deemed to include full compensation for hauling the materials to its point of use on the site."

**(b)     Overhaul**

*Replace the contents with the following:*

"No overhaul will be paid and all transport cost must be included under the relevant payment items."

**Commented [RV3]:** Not the same as Iliso Doc

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND  
CONCRETE LINING FOR OPEN DRAINS**

**B2301 SCOPE**

ADD THE FOLLOWING TO THIS CLAUSE:

"This section also covers the replacement of damaged concrete kerbing, channelling and lining."

**B2304 CONSTRUCTION**

**(b) Prefabricated concrete kerbing and channelling**

ADD THE FOLLOWING:

"A 10 mm wide joint formed in inert filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

The cast insitu concrete support behind the kerbs must be continues and can be interrupted every 2m with a 10mm wide construction joint.

**(e) Cast in situ kerbs and channels**

ADD THE FOLLOWING:

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

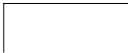
**(g) Concrete-lined open drains**

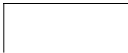
ADD THE FOLLOWING:

"When instructed by the engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m<sup>2</sup> unless otherwise instructed by the engineer. The tolerance in the rate of application shall be ± 5% of the specified rate."

**(k) Cutting existing bituminous surfacing and pavement layers**

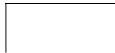
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

REPLACE THE PARAGRAPH WITH THE FOLLOWING:

"Where the engineer instructs kerbing, edge beams, channelling or concrete-lined drains to be constructed against existing bituminous surfacing and pavement layers, the full depth of the bituminous surfacing and pavement layers shall be accurately cut with a mechanical saw to the required line and level before the kerbing, edge beams, channelling or concrete-lined drain is constructed. The cut edge shall be vertical for kerbing, edge beams, concrete-lined drains and channelling. The concrete shall be placed directly against the cut edge without formwork. All material outside the cut edge shall be removed to the required depth before the concrete is placed, and the debris shall be disposed of at approved dumping sites provided by the contractor. The bituminous surfacing shall be protected and kept clean to the engineer's satisfaction."

ADD THE FOLLOWING SUBCLAUSE:

“(I) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

B2307 MEASUREMENT AND PAYMENT

REPLACE THE DESCRIPTION OF ITEM 23.01 WITH THE FOLLOWING:

| Item   | Unit |
|--|------|
| B23.01 Concrete kerbing, straight and curved including joints<br>(class of concrete indicated for in situ concrete) ..... metre (m)" |      |

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The tendered rates shall also include full compensation for the construction of expansion and construction joints as specified. The rate shall also include continues backing and bedding."

REPLACE THE DESCRIPTION OF ITEM 23.02 WITH THE FOLLOWING:

| Item   | Unit |
|--|------|
| B23.02 Concrete kerbing-channelling combination, straight and curved, including joints<br>(class of concrete indicated for cast in situ concrete): |      |
| (a) (Description of type with reference to drawing) .....metre (m)   |      |
| (b) (Etc for other types) ..... metre (m)"   |      |

REPLACE THE DESCRIPTION OF ITEM 23.06 WITH THE FOLLOWING:

| Item | Unit |
|------|------|
|------|------|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B23.06      Inlet, outlet, ramps and similar  
Structures (measured by components):**

Item

**B23.07      Trimming of excavations for concrete-lined open drains**

IN THE SECOND PARAGRAPH, COMMENCING WITH "The tendered rates shall ....", *DELETE IN THE FIFTH, SIXTH AND SEVENTH LINES THE FOLLOWING WORDS* "including removing unsuitable ground and backfilling with suitable material."

REPLACE ITEM 23.14 WITH THE FOLLOWING:

"Item Unit

**B23.14      Cutting bituminous surfacing and pavement  
layers for concrete kerbing, edge beams,  
channelling or concrete-lined drains:**

- (a)      Depth up to 50 mm .....metre (m)
- (b)      Depth exceeding 50 mm but not exceeding 100 mm .....metre (m)
- (c)      Depth exceeding 100 mm but not exceeding 150 mm .....metre (m)
- (d)      Depth exceeding 150 mm but not exceeding 200 mm .....metre (m)

The unit of measurement shall be the metre of bituminous surfacing and pavement layers in each overall depth category cut as instructed by the engineer. The various layers will not be measured separately for payment.

The tendered rates shall include full compensation for all labour, constructional plant and materials required for cutting the surfacing and pavement layers to the required depth, removing, transporting (including all haul) and disposing of the debris at approved dumping sites provided by the contractor, and protecting and keeping the surfacing clean, all as specified."

REPLACE THE DESCRIPTION OF ITEM 23.15 WITH THE FOLLOWING:

"Item Unit

**B23.15      Precast concrete blocks in outlet structures  
(indicate class of concrete and size), **complete**  
as shown on the drawings.....number (No)"**

ADD THE FOLLOWING:

"The tendered rate shall include full compensation for procuring, furnishing and installing the precast concrete blocks as specified."

ADD THE FOLLOWING ITEMS:

"Item Unit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The tendered rates shall include full compensation for the excavation and removal of the unsuitable material including a free-haul distance of 1,0 km and replaced with "selected" quality material including full compensation for the supply and compaction of the material from approved sources including a free haul of 1 km."

**COLTO SERIES 8000: SUNDRIES**

**SECTION B8200: QUALITY CONTROL (SCHEME 1)**

**B8201 SCOPE**

ADD THE FOLLOWING:

"Quality control Scheme 1 shall apply to this contract."

**SECTION B8300: QUALITY CONTROL (SCHEME 2)**

**B8301 SCOPE**

ADD THE FOLLOWING PARAGRAPH:

"Section 8300 shall be used for quality control on this contract."

**B8308 PROCESS CONTROL BY THE CONTRACTOR**

ADD THE FOLLOWING:

"For the purpose of this contract process or quality control by the contractor comprises at least the following:

**(a) Soil tests**

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents.

**(b) Aggregate tests**

Grading, flakiness index, average least dimension (ALD).

**(c) Concrete tests**

Slump and cube crushing strengths."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SANS 1200 PSDB: EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.5 BACKFILL MATERIALS

ADD THE FOLLOWING PARAGRAPHS:

"(c) Cement-stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

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 5.1.3 ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES

ADD THE FOLLOWING TO ITEM (b):

"The Contractor shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 20 of the General Conditions of Contract. The Contractor shall at all times, wherever possible, keep open and maintain all existing roads on or about the Site that may be affected by his operations in connection with the Contract, and he shall construct and maintain, to the satisfaction of the Engineer, temporary access roads and steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties. Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Full compensation for providing access to properties, excluding temporary access bridges, shall be included in the rate tendered for item PSDB 8.3.7. Temporary access bridges shall be measured and paid for under items PSDB 8.3.11 and PSDB 8.3.12."

ADD THE FOLLOWING SUBCLAUSE:

**"PSDB 5.1.5 EXISTING PIPELINES**

The existing pipes that have to be removed shall be carefully opened up 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 Subclause 8.2.3.

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 re-use shall be cleaned and either delivered to the Employer's stores or carefully stacked on a prepared site pointed out by the Engineer.

Pipes declared unfit for re-use shall be disposed of as determined by the Engineer."

**PSDB 5.2 MINIMUM BASE WIDTHS**

REPLACE PARAGRAPH (a) WITH THE FOLLOWING:

"Where two pipes are placed in the same trench, they shall be 300 mm apart and the specified side allowance shall still be applicable."

ADD THE FOLLOWING AFTER PARAGRAPH (b):

"The above is not applicable to trenches for subsurface drains.

Trenches for subsurface drains shall be excavated to the dimensions and gradients shown on the drawings or directed by the Engineer.

The specified width of trenches and the width of the excavation measured for payment shall not be less than 0,5 m, but the Contractor may reduce the actual width with the Engineer's permission."

**PSDB 5.4 EXCAVATION**

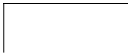
ADD THE FOLLOWING:

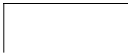
"Trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm."

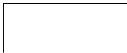
**PSDB 5.6 BACKFILL**

**PSDB 5.6.3 DISPOSAL OF SOFT EXCAVATION MATERIAL**

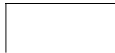
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Surplus excavated material from the trench shall be used as fill if suitable or shall be disposed of at an approved site provided by the Contractor."

PSDB 5.7      **COMPACTION**

ADD THE FOLLOWING:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in Subclause 5.7.2 and payment therefor will be made under subitem 8.3.3.3."

PSDB 8      **MEASUREMENT AND PAYMENT**

PSDB 8.3      **SCHEDULED ITEMS**

PSDB 8.3.2      **EXCAVATION:**

(b) Extra over item (a) above for:

ADD THE FOLLOWING SUBITEMS:

- |   |           |
|---|-----------|
| "(3) Hand excavation and backfill where ordered by the Engineer       | Unit : m³ |
| (4) Backfill stabilised with 5% cement where directed by the Engineer | Unit : m³ |
| (5) Soilcrete backfill where directed by the Engineer                 | Unit : m³ |

The tendered rate for subitem (4) shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

The tendered rate for subitem (5) shall include full compensation for supplying the cement and for selecting, mixing and placing the soilcrete as well as for the cost of shuttering if required."

ADD THE FOLLOWING SUBITEMS AFTER SUBITEM 8.3.2(c):

- |   |           |
|---|-----------|
| (d) Excavate for stormwater inlet and outlet structures and for manholes, catchpits and the like in all materials, irrespective of depth and backfill around structures | Unit : m³ |
| (e) Excavate open drains in all materials   | Unit : m³ |

The tendered rates shall include full compensation for the excavation of material within the dimensions specified or authorised by the Engineer, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures."

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 PSLB: BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 SELECTED FILL MATERIAL

ADD THE FOLLOWING:

"Selected fill material used for bedding shall be stabilised with 5% cement as specified under Subclause PSDB 3.5(c)."

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause."

PSLB 3.4 SELECTION

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 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPLES

PSLB 8.1.5 DISPOSAL OF DISPLACED MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE 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 8.1.6 FREE-HAUL

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.2 SUPPLY ONLY OF BEDDING BY IMPORTATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PSLB 8.2.2.2 From borrow pits**  
*DELETE THE WORDS IN BRACKETS IN THE FIRST FOUR LINES.*

*ADD THE FOLLOWING:*

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SABS 1200 D."

*ADD THE FOLLOWING ITEM:*

**"PSLB 8.2.6 EXTRA OVER ITEMS 8.2.1 AND 8.2.2 FOR BEDDING STABILISED  
WITH 5% CEMENT ..... UNIT : M³**

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PART C3.6: PARTICULAR SPECIFICATIONS**

##### **PES :     LOCATING AND PROTECTING EXISTING SERVICES**

###### **PES 1           GENERAL**

All services are not known and it will be the responsibility of the contractor to locate and protect all services in the vicinity of the construction work.

###### **PES 2           LOCATION OF EXISTING SERVICES**

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

###### **PES 3           PROTECTION DURING CONSTRUCTION**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these 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.

Services left exposed shall be suitably protected from damage.

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

**PES 4                      MEASUREMENT AND PAYMENT**

**LOCATION AND PROTECTION OF EXISTING SERVICES:**

**PES 4.1                      Provision of detecting devices for:**

- (a) Water and sewer pipes..... Unit : Sum
- (b) Electrical and other cables ..... Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

**PES 4.2                      Hand excavation necessary for locating and exposing existing services  
in all material:**

- (a) In roadways.....Unit : m<sup>3</sup>
- (b) In all other areas .....Unit : m<sup>3</sup>

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid separately.

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.

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



**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION C: CONTRACT**

**PART C4: SITE INFORMATION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PORTION C: CONTRACT**

#### **PART C4: SITE INFORMATION**

### **CONTENTS**

| <b>Section</b> | <b>Description</b>                    | <b>Page No</b> |
|----------------|---------------------------------------|----------------|
| C4.1           | SCOPE OF SITE INFORMATION .....       | C4-1-3         |
| C4.2           | SUBSOIL INVESTIGATION .....           | C4.2-1         |
| C4.3           | EXISTING SERVICES.....                | C4.3-1         |
| C4.4           | EXISTING BUILDINGS & STRUCTURES ..... | C4.4-1         |

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|                                   |                                  |                                  |                                 |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PORTION C: CONTRACT**

#### **PART C4: SITE INFORMATION**

#### **PART C4.1: SCOPE OF SITE INFORMATION**

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section.

The following climatic and general conditions are prevalent on site and the specified capacities of all equipment provided under this Tender shall be applicable under these conditions:

|  |                     |
|--|---------------------|
| Maximum ambient temperature:                   | 39°C                |
| Minimum ambient temperature:                   | -3°C                |
| 24-hour maximum temperature:                   | 25°C                |
| Average rainfall per annum:                    | 450mm               |
| Highest rainfall (February):                   | 107mm               |
| Lowest rainfall (July):                        | 3mm                 |
| Approximate Altitude (meters above sea level): | 1415 m              |
| Humidity:                                      | Low                 |
| Atmosphere:                                    | Dusty.              |
| Lightning:                                     | High lightning rate |

Construction will take place in existing street- or road reserves, existing servitudes within the Moqhaka Local Municipal Area.

Access to the site is available from existing streets or roads.

The operation of construction vehicles on existing roads or streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof

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

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PORTION C: CONTRACT**

#### **PART C4: SITE INFORMATION**

#### **PART C4.2: SUBSOIL INVESTIGATION**

- **Geology:** The study area is entirely underlain by green-grey & (at the top) red mudstone and siltstone, grey shale and rhythmite, sandstone, a network of dolerite sills, sheets and dykes, mainly intrusive into the Karoo Supergroup. The area is also covered by aeolian dune sands and alluvial deposits in valleys.
- **Soil Profile:** Soil profiles encountered in trial pits comprised of imported & residual soils.
- **Unified Soil Classification System (USCS):** The material on-site classified as GP-GC, and ML class in accordance with USCS.
- **COLTO classification system:** According to COLTO classification system, the engineered fill material from centerline is of G6 class with a CBR value of 26 at 93% compaction, while residual soils is of <G9 class with average CBR value of 8 at 93% of compaction which is increasing as compaction percentage increases.
- **Chemical Analysis:** The results for pH and conductivity indicate that the materials on-site are very severely corrosive towards buried services.
- **Groundwater:** No water seepage encountered during trial pit excavation or profiling. Maximum depth reached in residual soil at 0.9m depth below ground level with no signs of near surface water table in all trial pit, as such water table in the area is likely to be permanently deeper than 1.0m below surface level. It should be noted that groundwater levels determined during excavation may not accurately reflect the true groundwater conditions, therefore should only be considered as approximate.

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

| Test Pit No | Depth (m)   | Description  | Particle Size % |      |        | Atterberg Limits |    |        | CBR |     |     | GM   | Swell (%) | TRH14 Class | COLTO (1998) | USCS  |
|-------------|-------------|--|-----------------|------|--------|------------------|----|--------|-----|-----|-----|------|-----------|-------------|--------------|-------|
|             |             |  | Clay & Silt     | Sand | Gravel | LL (%)           | PI | LS (%) | 98% | 95% | 93% |      |           |             |              |       |
| TP1         | 0.00 - 0.12 | Silty/clayey GRAVEL with sand. Imported.           | 14              | 33   | 53     | 23               | 6  | 3,0    | 31  | 16  | 11  | 2,07 | 0,1       | G8          | G8           | GC-GM |
|             | 0.12 - 0.60 | Silty SAND. Residual Mudstone.                     | 39              | 61   | 0      | 43               | 16 | 8,0    | 9   | 6   | 4   | 0,69 | 0,3       |             | Unsuitable   | SM    |
| TP2         | 0.00 - 0.20 | Silty/clayey GRAVEL with sand. Imported.           | 13              | 30   | 47     | 26               | 7  | 4,0    | 27  | 15  | 10  | 2,18 | 0,2       | G8          | G7           | GC-GM |
|             | 0.20 - 0.60 | Clayey SAND. Residual Mudstone.                    | 41              | 59   | 0      | 27               | 8  | 4,0    | 10  | 6   | 4   | 0,62 | 0,3       |             | Unsuitable   | SC    |
| TP3         | 0.25 - 0.53 | Poorly graded GRAVEL with silt and sand. Imported. | 10              | 28   | 62     |                  | NP | 1,0    | 30  | 18  | 13  | 2,30 | 0,0       | G8          | G8           | GP-GM |
| TP5         | 0.25 - 0.60 | Clayey SAND. Residual Mudstone.                    | 37              | 62   | 1      | 27               | 8  | 4,0    | 19  | 11  | 8   | 0,69 | 0,3       | G9          | G9           | SC    |
| TP6         | 0.00 - 0.25 | Silty GRAVEL. Imported.                            | 14              | 14   | 72     | 43               | 7  | 3,0    | 33  | 19  | 15  | 2,42 | 0,2       | G7          | G7           | GM    |
|             | 0.25 - 0.60 | Silty/clayey SAND. Residual Mudstone.              | 22              | 68   | 10     | 23               | 5  | 3,0    | 19  | 12  | 8   | 1,45 | 0,4       | G9          | G9           | SC-SM |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PORTION C: CONTRACT**

#### **PART C4: SITE INFORMATION**

#### **PART C4.3: EXISTING SERVICES**

##### **CONSTRUCTION RESTRAINTS**

##### **Municipal Services:**

- Sewer reticulation lines
- Water reticulation lines
- House connections (water)
- Stormwater network
- Electrical services

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

### **MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO: CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

#### **PORTION C: CONTRACT**

#### **PART C4: SITE INFORMATION**

#### **PART C4.4: EXISTING BUILDINGS & STRUCTURES**

The project is located inside a build-up area and caution should be taken when works are performed close to buildings and structures.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**CONTENTS**

| <b>Section</b> | <b>Description</b> | <b>Page No</b> |
|----------------|--------------------|----------------|
| C5.1           | Locality Plan      |                |
| C5.2           | Tender Drawings    |                |

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| <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|-----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.1: LOCALITY PLAN**

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Contractor

Witness 1

Witness 2

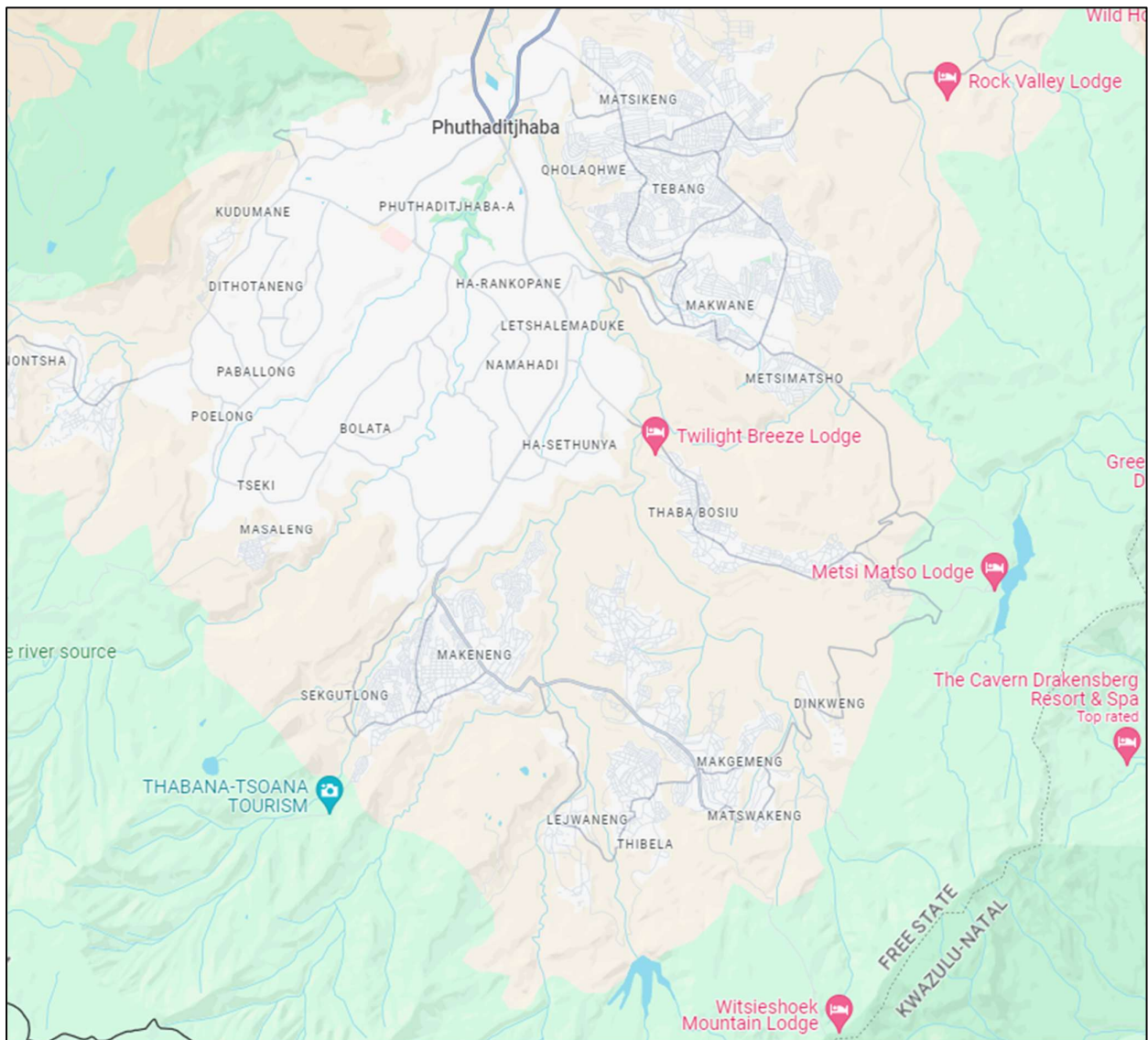
Employer

Witness 1

Witness 2

Maluti-A-Phofung Local Municipality and are situated to the south of Phuthaditjhaba in the Free State Province. The area has the following co-ordinates; Latitude 28°40'2.18"S and Longitude 28°51'14.08".

The area is situated just north of the Fika Patso Dam Wall, connecting the eastern residential area with the western residential area that is divided by the natural stream.



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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

**BID No: SCM/BID02/2025/2026**

**MALUTI-A-PHOFUNG: TSHESENG/FIKA PATSO:  
CONSTRUCTION OF 3 KM PAVED ROAD PHASE 1**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.2: TENDER DRAWINGS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





MALUTI-A-PHOFUNG MUNICIPALITY

# CONSTRUCT 3KM PAVED ROADS TSHESENG/FIKA PATSO

BID NO. SCM/BID02/2025/2026

LIST OF DRAWINGS

- 2411-T-001

2411-T-002

2411-T-003

2411-T-004

2411-T-005

2411-T-005
- ROAD LAYOUT

LAYOUT 1 CH 0 TO CH 640 (W-E)

LAYOUT 2 CH 640 TO CH 1300

LAYOUT 3 CH 1300 TO CH 1920

LAYOUT 4 CH 1920 TO CH 2375

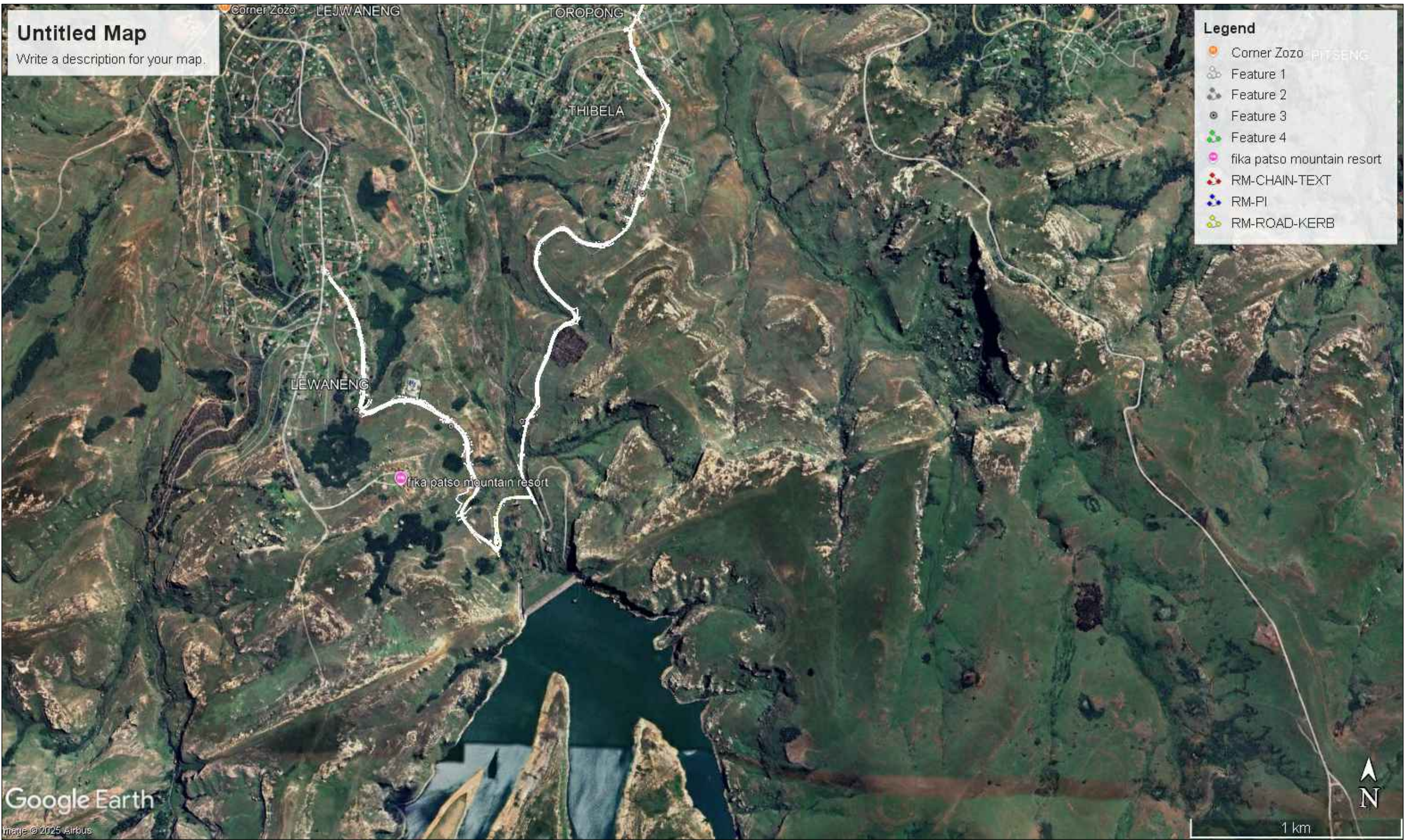
LAYOUT 5 CH 0 TO CH 640 (S-N)
- 2411-D-001

2411-D-002

2411-D-003
- ROAD CROSS SECTION

EDGE BEAM & V-DRAIN

INLET & OUTLET STRUCTURE



GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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Project Name :

TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Diens / Services

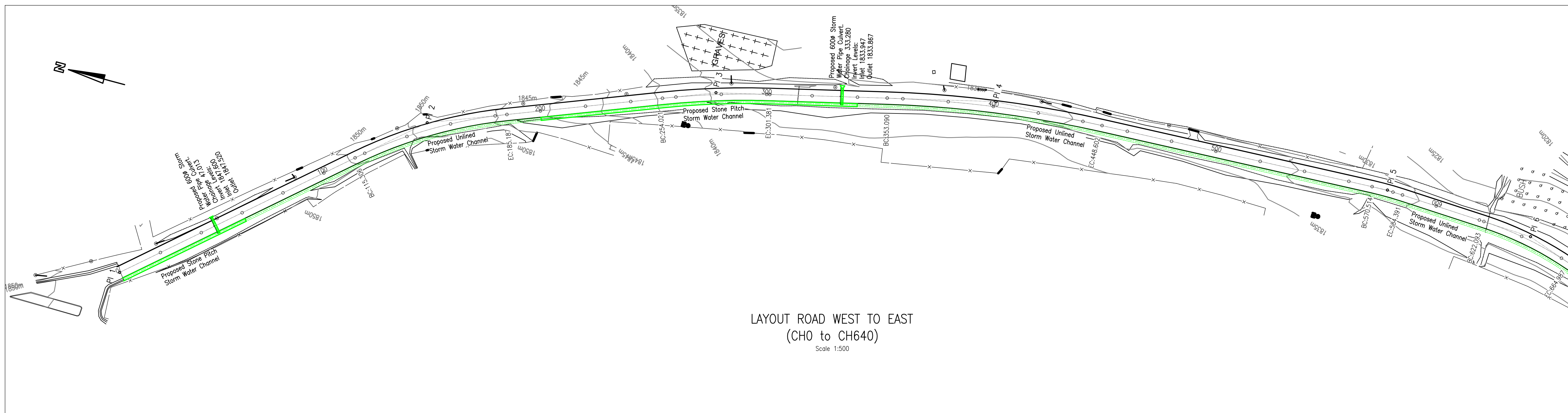
ROAD DESIGN

Drawing Title

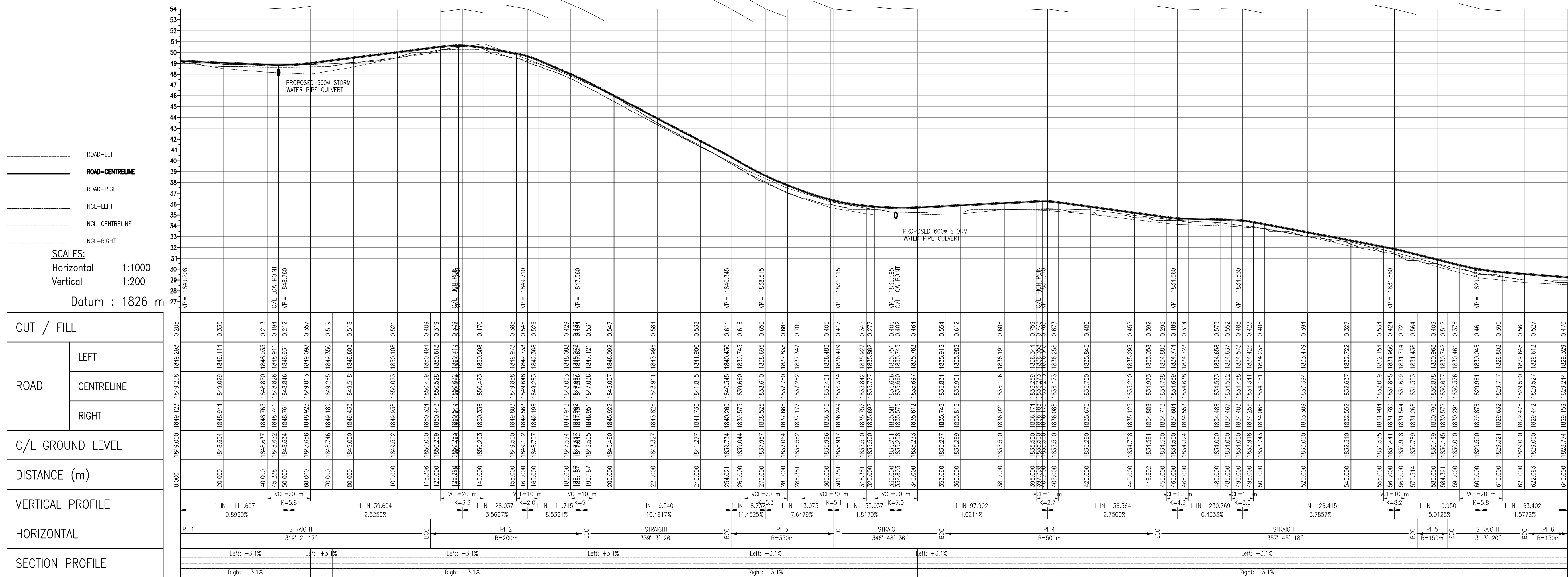
LOCATION

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|----------------|--------------------|
| Ref. no. 2411  | Designed LB        |
| Scale As shown | Drawn LB           |
| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/L602       |





LAYOUT ROAD WEST TO EAST  
(CH0 to CH640)  
Scale 1:500



Road West To East  
DESIGN SPEED: 40

GENERAL NOTES:

FOR TENDER PURPOSES

[illegible]

Project Name :

TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Diens / Services

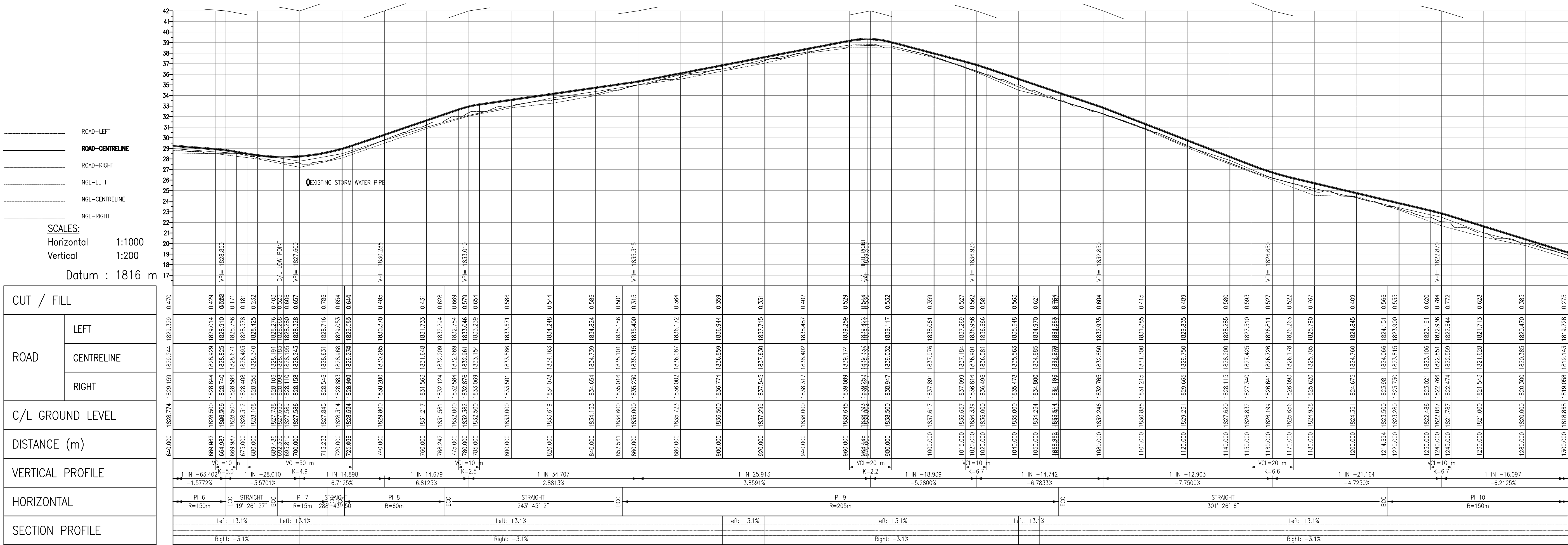
## ROAD DESIGN

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| Drawing Title |
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ROAD LONGSECTIONS  
Sheet 1 of 5

|              |           |             |            |
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| Ref. no.     | 2411      | Designed    | LB         |
| Scale        | As shown  | Drawn       | LB         |
| Date         | JULY 2024 | Checked     | T.M PHAKOE |
| Approved by: |           |             |            |
| Drawing no.  |           | 2411/01/L01 |            |





GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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Project Name :  
 TSHESENG / FIKA  
 PATSO: CONSTRUCTION  
 OF 3KM PAVED ROAD  
 PHASE 1



Diens / Services

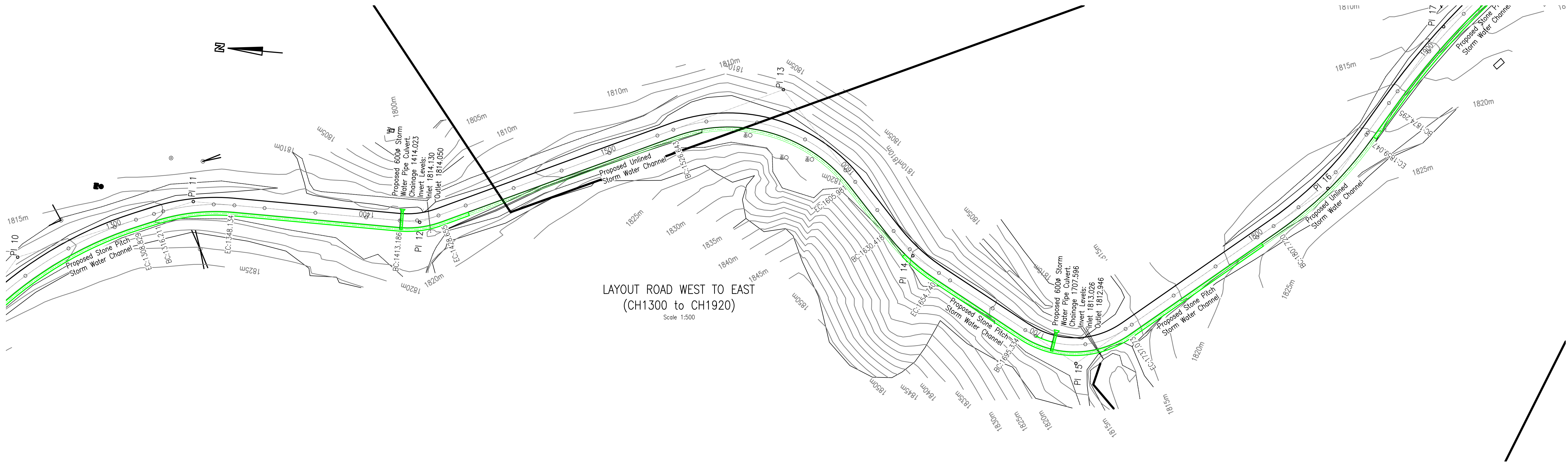
ROAD DESIGN

Drawing Title

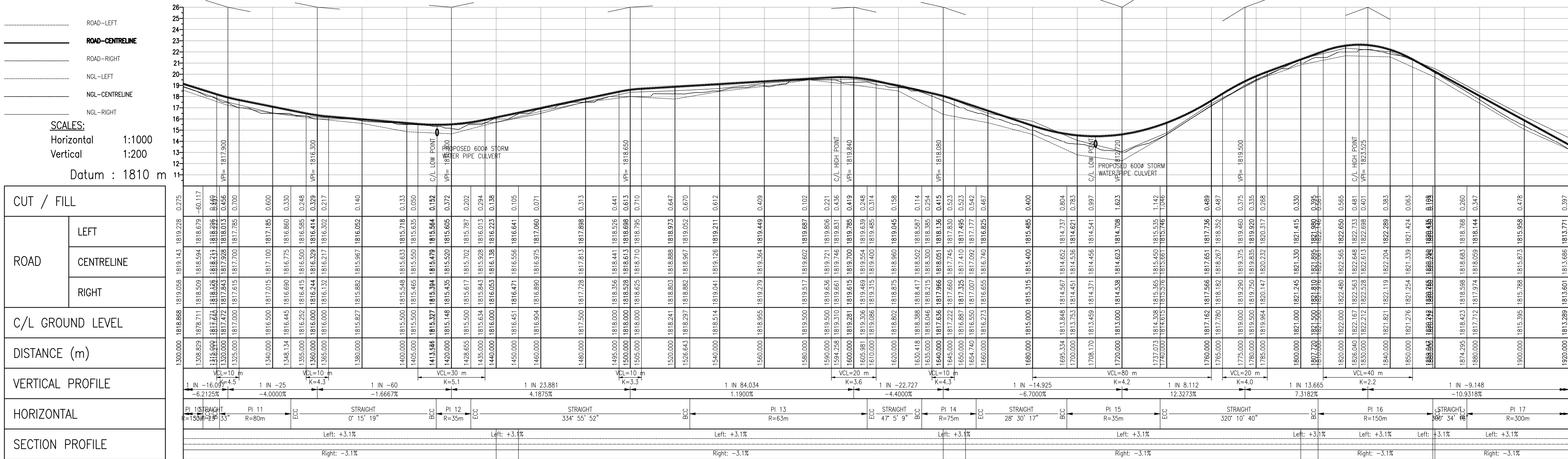
ROAD LONGSECTIONS  
Sheet 2 of 5

|                |                    |
|----------------|--------------------|
| Ref. no. 2411  | Designed LB        |
| Scale As shown | Drawn LB           |
| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/L02        |





LAYOUT ROAD WEST TO EAST  
(CH1300 to CH1920)  
Scale 1:500



Road West To East

DESIGN SPEED: 40

GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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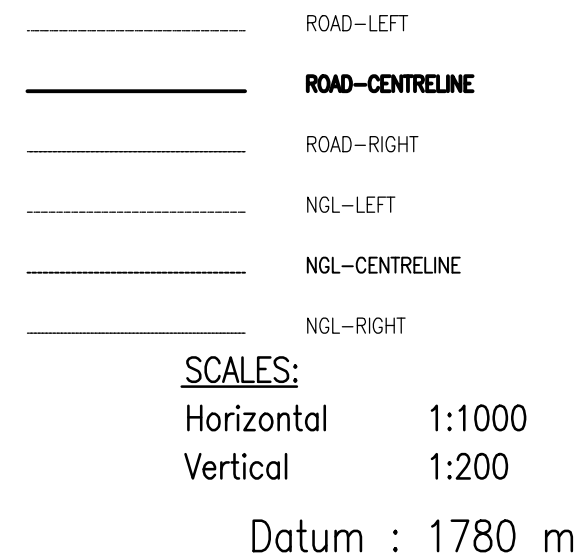
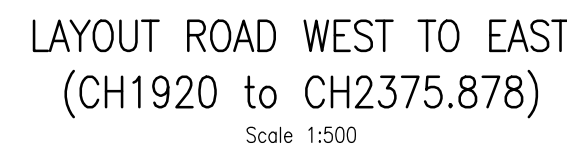
Project Name :  
TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Diens / Services  
ROAD DESIGN  
ROAD LONGSECTIONS  
Sheet 3 of 5

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| Ref. no. 2411  | Designed LB        |
| Scale As shown | Drawn LB           |
| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/L03        |





|                  |            |
|------------------|------------|
| CUT / FILL       |            |
| ROAD             | LEFT       |
|                  | CENTRELINE |
|                  | RIGHT      |
| C/L GROUND LEVEL |            |
| DISTANCE (m)     |            |
| VERTICAL PROFILE |            |
| HORIZONTAL       |            |
| SECTION PROFILE  |            |

FOR TENDER PURPOSES

[illegible]

Project Name :  
TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Sheet 4 of 5

Ref. no. 2411                      Designed LB

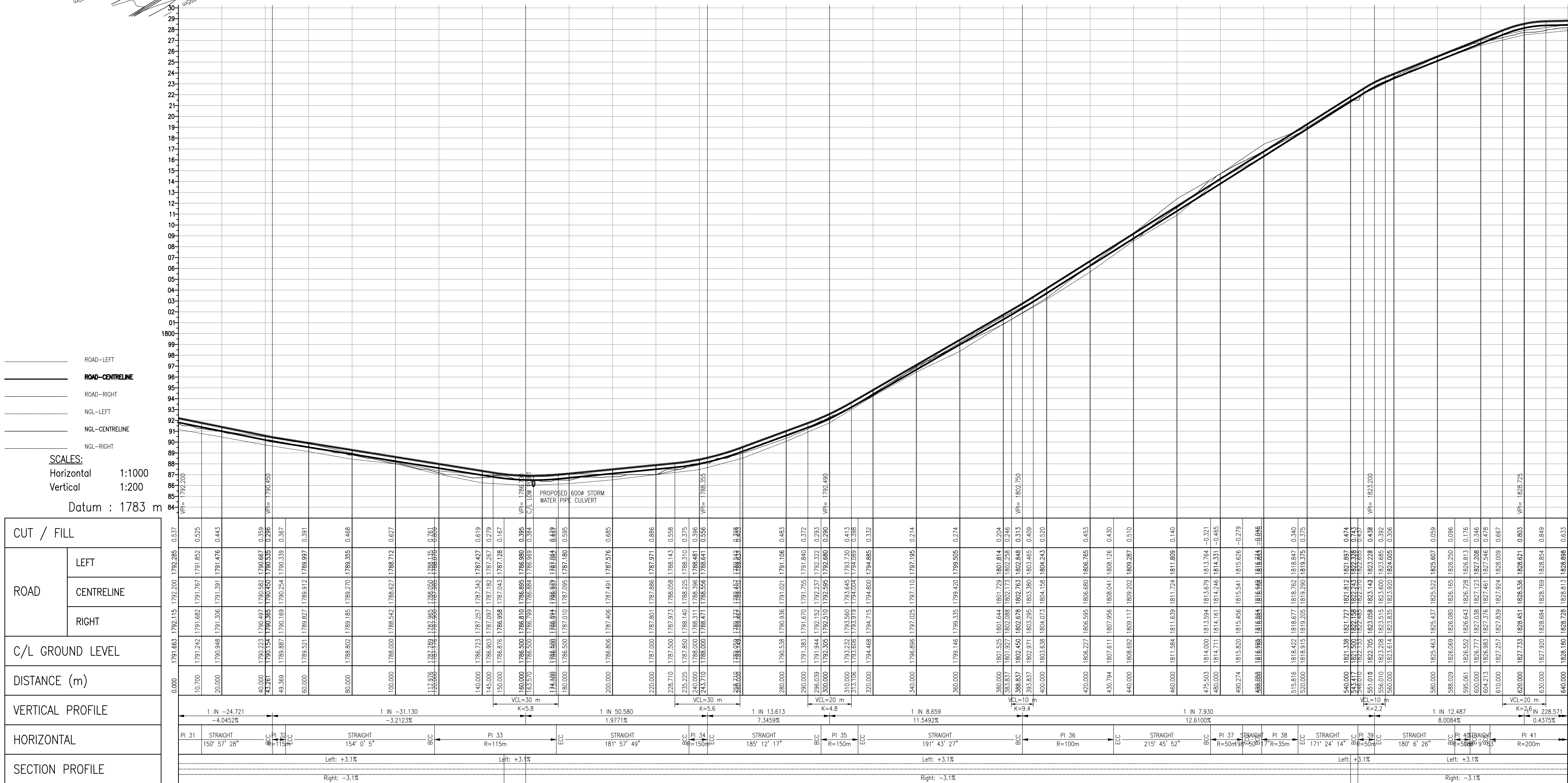
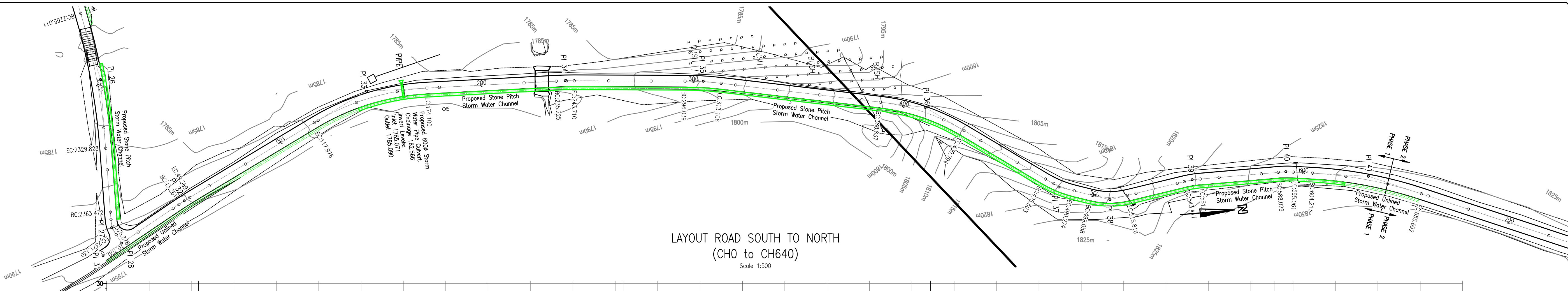
Scale      As shown                      Drawn      LB

Date      JULY 2024                      Checked T.M PHAKOE

Approved by:

Drawing no.      2411/01/L04





## GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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Project Name :

TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Diens / Services

ROAD DESIGN

Drawing Title

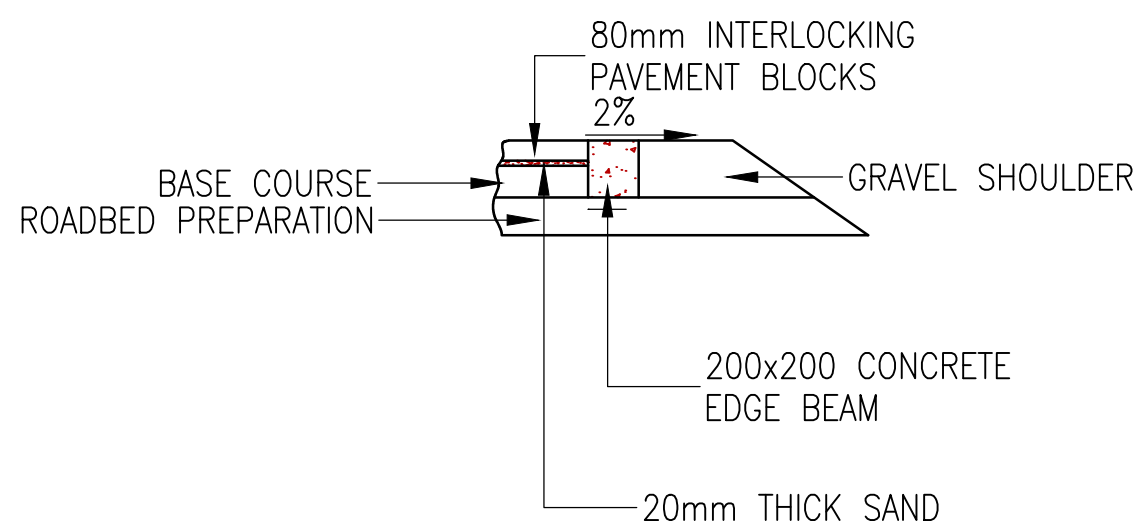
ROAD LONGSECTIONS  
Sheet 5 of 5

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| Ref. no. 2411  | Designed LB        |
| Scale As shown | Drawn LB           |
| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/L05        |









DETAIL OF INSITU CONCRETE BEAM

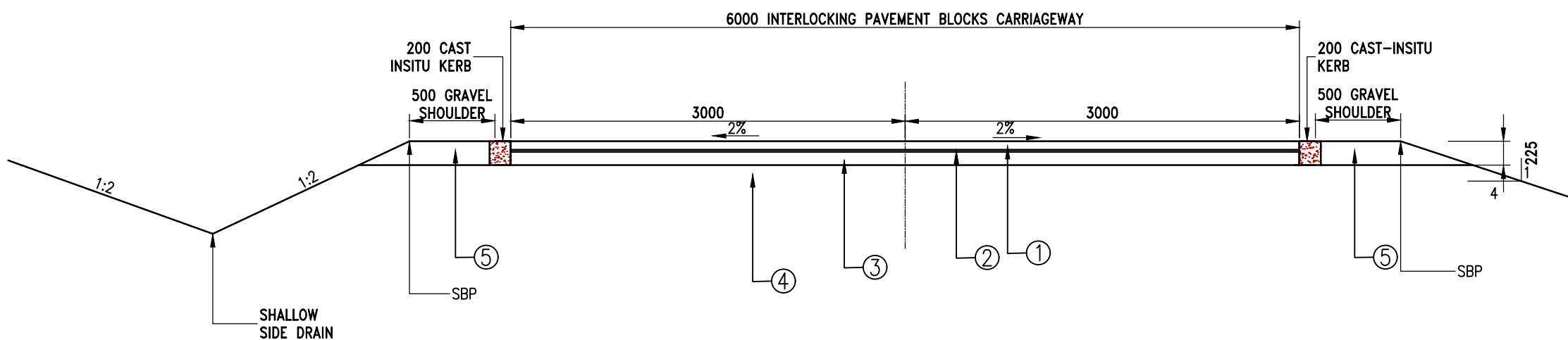
SCALE 1:50

LEGEND:

- d) REQUIREMENTS ARE GIVEN IN THE FOLLOWING ORDER:  
LAYER THICKNESS / MATERIAL / CBR AND  
MIN COMPACTION / MIN. GM / MAX. PI
- b) MIN. UNCONFINED COMPRESSIVE STRENGTH (UCS) IS  
SHOWN IN MPa.
- c) MIN. DENSITY IS GIVEN AS % OF MAX MODIFIED  
AASHTO DENSITY.
- d) SG = STABILIZED GRAVEL  
NG = NATURAL GRAVEL  
IS = IN SITU SOIL  
PI = PLASTICITY INDEX  
GM = GRADING MODULES  
SBP = SHOULDER BREAK POINT
- \* CONCRETE EDGE STRIP (CLASS 25/13) EXTRUDED  
ON SUBBASE

NOTE:

1. PRIOR TO THE UNDERTAKING OF ANY VIBRATORY OR PAD FOOT  
ROLLING WITHIN THE ROAD FOUNDATION, AN ON SITE TRIAL  
SECTION SHALL BE PREPARED AND CONDUCTED IN ORDER TO  
ASCERTAIN THE AVERAGE NUMBER OF m .PASSES REQUIRED IN  
ORDER TO OBTAIN THE SPECIFIED COMPACTION EFFORT FOR  
THE ROADBED PREPARATION.
2. THE ENGINEER SHALL THEN INSTRUCT THE CONTRACTOR  
TO REMOVE AND SPOIL THE TOPSOIL AND HILLWASH  
OVERBURN TO WEARING COURSE DEPTH OR FERRICRETE /  
DECOMPOSED GRANITE LEVEL, WHERE REQUIRED WHICHEVER IS  
THE SHALLOWEST.
3. ALL DECOMPOSED GRANITE AND FERRICRETE MATERIAL SHALL  
BE CUT TO TEMPORARY STOCKPILE AS DETERMINED BY THE  
ENGINEER FOR LATER USE IN THE PAVEMENT STRUCTURE AND  
WEARING COURSE LAYER WORKS.
4. THE CONTRACTOR SHALL THEN APPLY THE NUMBER  
OF m .PASSES ORDERED BY THE ENGINEER, PERIODICALLY  
WATERING AND BLADING THE ROADBED FOUNDATION AREA  
TO ENSURE MAXIMUM WORKABILITY AND COMPACTION EFFICIENCY.
5. AFTER APPLYING THE VIBRATORY OR PAD FOOT ROLLING, CUT TO  
FILL OR BLADE TO WINDROW THE FERRICRETE / DECOMPOSED  
GRANITE PINNACLES, RIP, SCARIFY AND RECOMPACT ROADBED  
TO ABOVE SPECIFICATION WHERE REQUIRED.



TYPICAL ROAD CROSS SECTION

SCALE 1:50

GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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Project Name :

TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



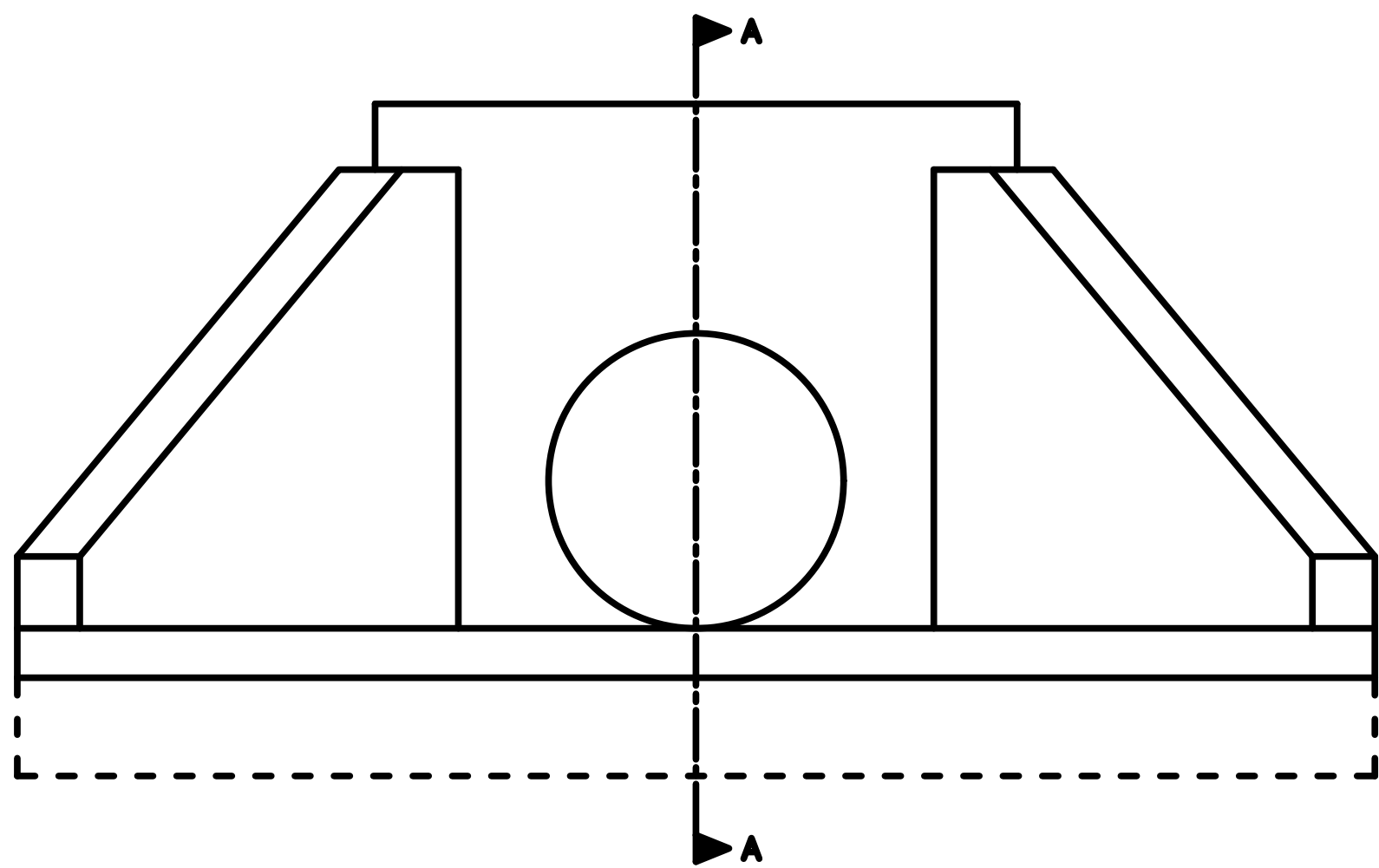
Diens / Services

ROAD DESIGN

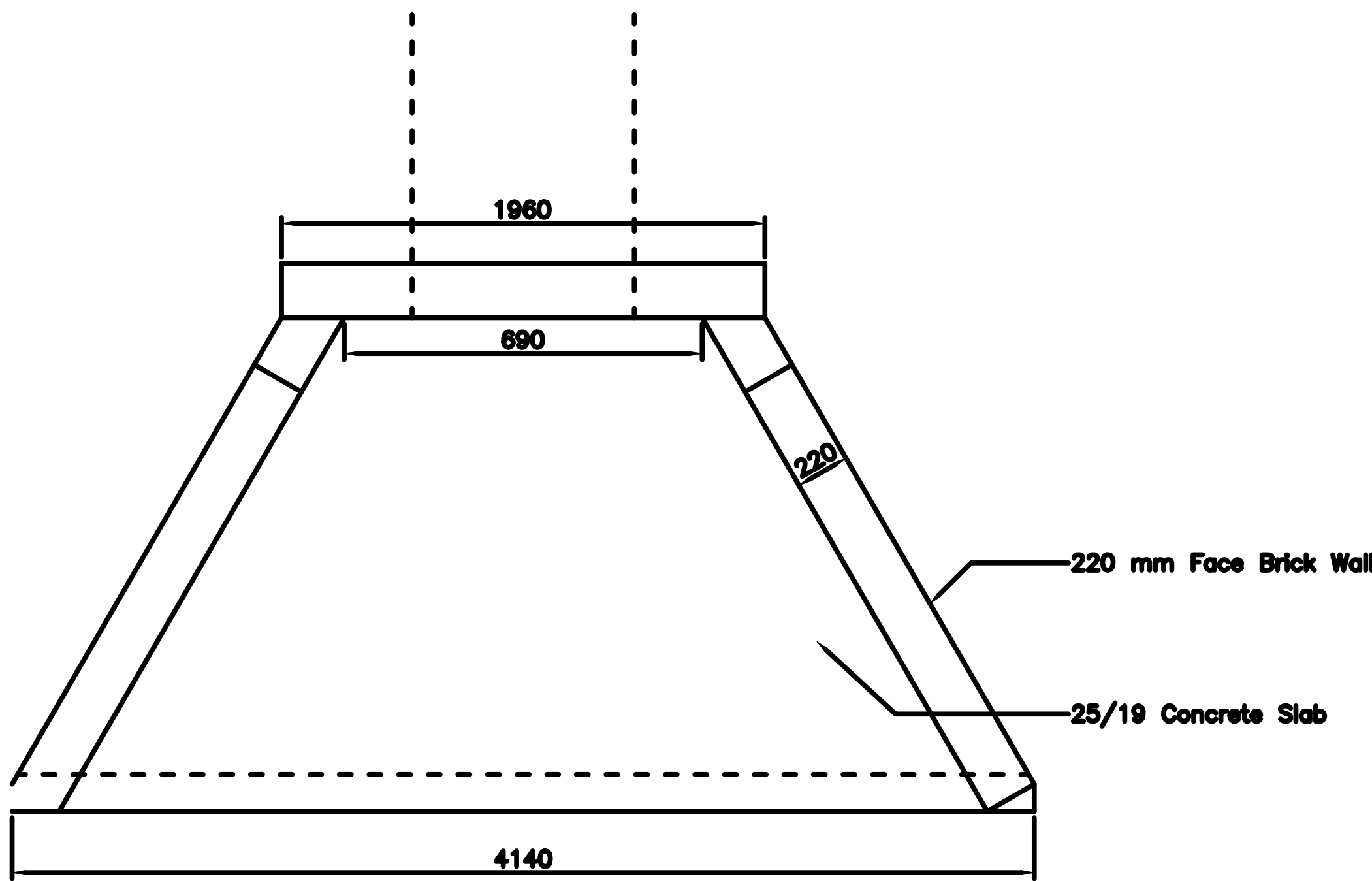
Drawing Title

ROAD SECTIONS

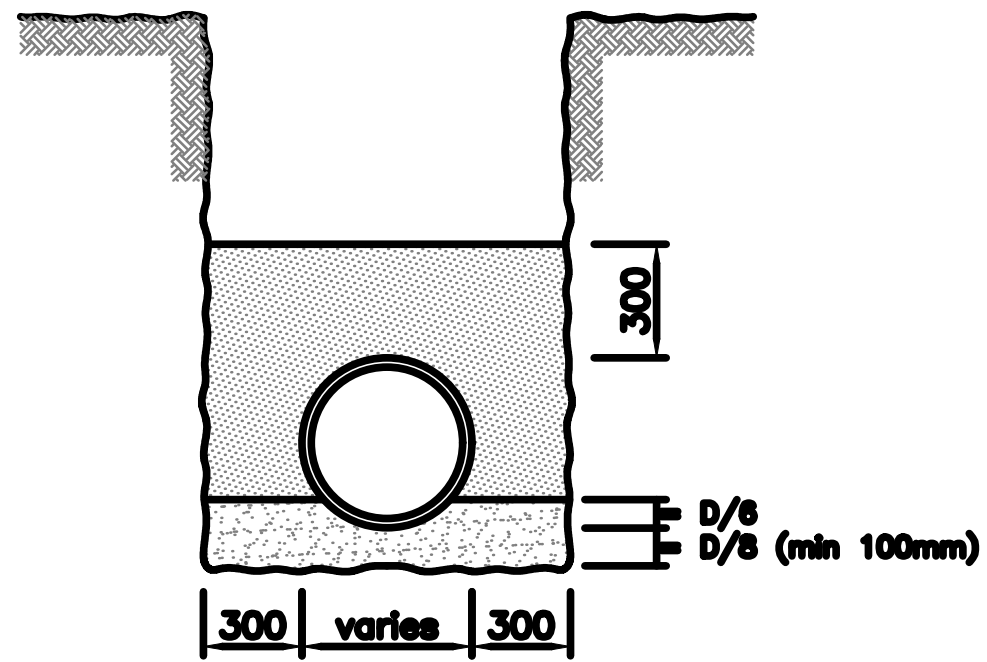
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| Ref. no. 2411  | Designed LB        |
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| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/D01        |



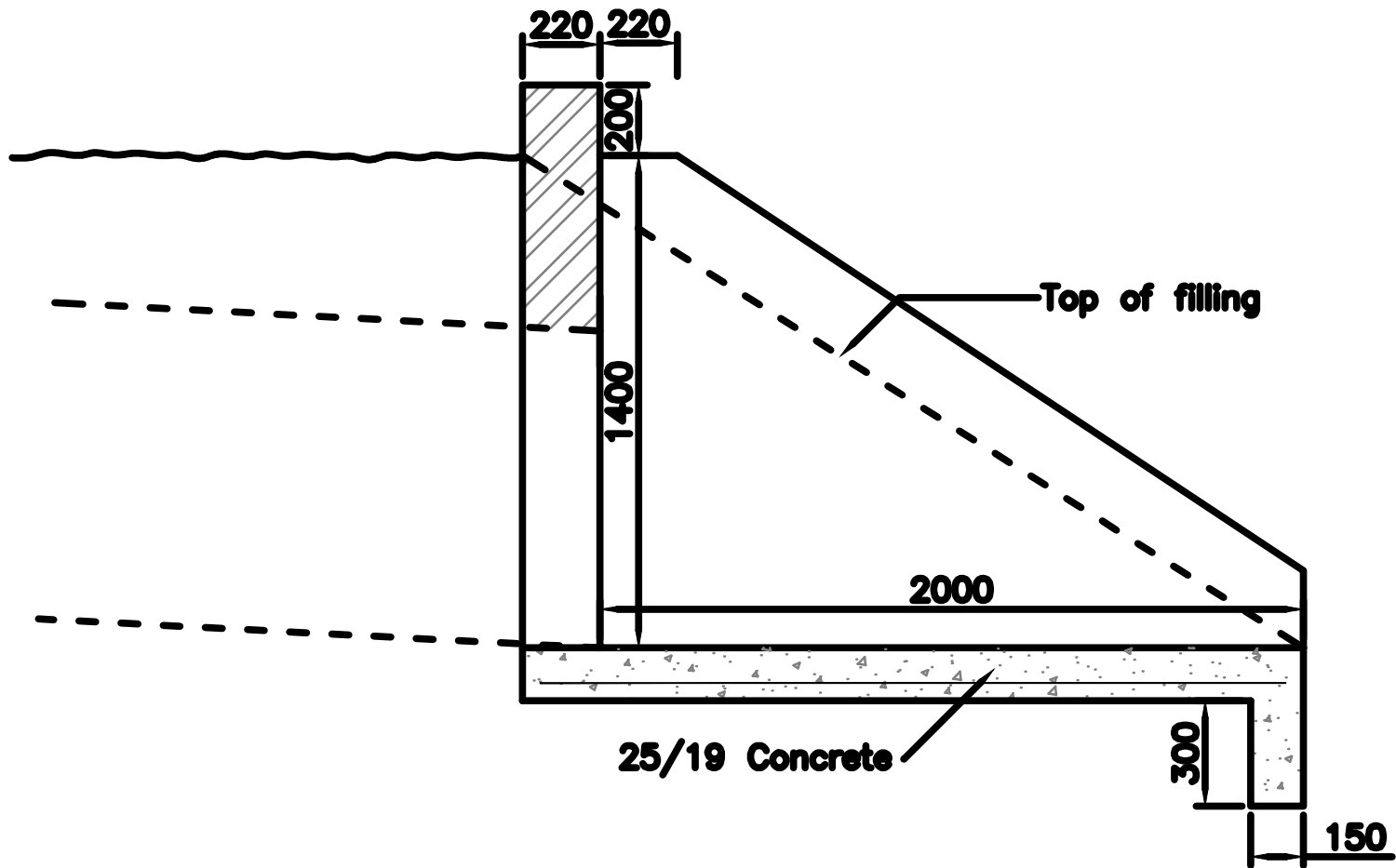
TYPE 2 OUTLET STRUCTURE ELEVATION  
CULVERT FOR PIPES LARGER THAN 600mm  
SCALE 1:25



TYPE 2 OUTLET STRUCTURE PLAN  
CULVERT FOR PIPES LARGER THAN 600mm  
SCALE 1:25



CLASS C BEDDING  
SCALE 1:25



SECTION A-A  
CULVERT FOR PIPES LARGER THAN 600mm  
SCALE 1:25

GENERAL NOTES:

FOR TENDER PURPOSES



| Date | No. | Amendments | Approved |
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Project Name :

TSHESENG / FIKA  
PATSO: CONSTRUCTION  
OF 3KM PAVED ROAD  
PHASE 1



Diens / Services

ROAD DESIGN

Drawing Title

ROAD SECTIONS

|                |                    |
|----------------|--------------------|
| Ref. no. 2411  | Designed LB        |
| Scale As shown | Drawn LB           |
| Date JULY 2024 | Checked T.M PHAKOE |
| Approved by:   |                    |
| Drawing no.    | 2411/01/D01        |