



MUSINA LOCAL MUNICIPALITY

CIDB Class Grading 5CE or Higher

TENDER NO.: 08-2026/27

FOR

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM
STORMWATER CHANNEL AND PEDESTRIAN
BRIDGE IN FREEDOM PARK**

PROCUREMENT DOCUMENT:

30 SEPTEMBER 2026

NAME OF TENDERER: _____

TENDER SUM: _____

CSD NUMBER: _____

CIDB NUMBER: _____

CLOSING DATE: 30 SEPTEMBER 2026 @11H00

PREPARED BY:

Suite 203 Stats Building.
1 Fore Street, New
Redruth
Alberton
1449

ISSUED BY:

Musina Local Municipality

*Private Bag x 611
Musina
0900*

Tel: +2715 534 6191 / +2715 534 6100 / +2763 686 7546

Fax: +2715 534 2513 / +2715 534 2513

Email: mukondelelin@musina.gov.za



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL
AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

CONTENTS

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER (<i>WHITE PAGES</i>)	T.3
T1.2 TENDER DATA (<i>PINK PAGES</i>)	T.7
T1.3 STANDARD CONDITIONS OF TENDER (<i>PINK PAGES</i>)	T.12

PART T2: LIST OF RETURNABLE DOCUMENTS (YELLOW PAGES)

T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.38
T2.2 MBD FORMS CHECKLIST	T.64
T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION.....	T.88
T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.111
T2.5 RETURNABLE DOCUMENTS CHECKLIST	T.141

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA (WHITE PAGES)

C1.1 FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.7
C1.3 PERFORMANCE GUARANTEE	C.12
C1.4 CONTRACT DATA	C.15
C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.30

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.32
C1.7 MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.33
C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.34

PART C2: PRICING DATA (YELLOW PAGES)

C2.1 PRICING INSTRUCTIONS	C.41
C2.2 BILL OF QUANTITIES	C.45

PART C3: SCOPE OF WORK (BLUE PAGES)

C3.1 DESCRIPTION OF WORKS	C.71
C3.2 ENGINEERING.....	C.76
C3.3 PROCUREMENT.....	C.77
C3.4 CONSTRUCTION.....	C.84
C3.5 CONTRACT MANAGEMENT	C.152

PART C4: SITE INFORMATION (GREEN PAGES)

C4.1 LOCALITY PLAN	C.154
C4.2 SITE INFORMATION	C.154

PART C5: ANNEXURES (WHITE PAGES)

C5.1 PRO-FORMA DOCUMENTS (<i>WHITE PAGES</i>)	C.158
C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)	C.171
C5.3 OCCUPATIONAL HEALTH AND SAFETY POLICY.....	C.198
C5.4 TENDER DRAWINGS	C.213

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T. THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART T1: TENDERING PROCEDURES (PINK PAGES)

T1.1	TENDER NOTICE AND INVITATION TO TENDER (<i>WHITE PAGES</i>)	T.3
T1.2	TENDER DATA (<i>PINK PAGES</i>).....	T.7
T1.3:	STANDARD CONDITIONS OF TENDER (<i>PINK PAGES</i>).....	T.12

-------------	-------------	-------------	-------------	-------------	-------------

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

MUSINA LOCAL MUNICIPALITY

T1.1 Tender Notice and Invitation to Tender (*White Pages*)

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

The Musina Local Municipality will consider no Bid unless it meets the following responsiveness criteria:

- A tenderer who fails to meet any requirements stipulated in the tender documents is an unacceptable tender.

Mandatory Technical/Functionality and Administrative Requirements to assess bidder's ability to execute the contract

- **Administrative Compliance to be attached**

Tax Compliant Status PIN Issued
Copy of municipal rates and taxes statement (Municipal Bill) account not older than three months for all directors and for the company. If the Statement of Municipal Rates is not in the name of bidder and all directors of company, an affidavit from SAPS must be attached indicating that the company and directors does not own any property and that they do not owe any municipal rates and taxes or municipal charges to any other municipality for more than three months. If renting attach Valid Rental/Lease agreement and latest three months proof of rental payment. If staying in rural areas attach letter from Traditional Authority not older than 3 months for the company and all directors also stating that there are no rates and taxes payable in the area Kindly note that the address that will be considered will be the address as reflected on the Company registration document (Attach Company Registration document for verification) and should be reflected as preferred address on the CSD registration report The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days). Should it come to light that a false declaration was made on MBD 8 item (4.4) by the bidder after the municipality had awarded the bid, the contract shall be immediately cancelled and payments made will be recovered from the bidder. False declarations by bidders is viewed as a criminal offence and charges will be laid by the municipality with the South African Police Services for further investigation.
CIDB Grading of 5CE or higher

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Attach CSD Report
Letter of Good standing from Workman's Compensation
Certified ID copies of all members / owners / shareholders / Trustees
Certified copies of latest Annual Financial Statement
All other documents as indicated in the General Conditions Document
All pages must be initialled including drawings

➤ **Technical/Functionality Compliance to be attached**

Registration with Construction Industry Development Board (CIDB) for Civil Engineering Class of Work: 5CE and higher.			
Past performance comparable project (appointment letter, copy of progress payment certificate and final completion certificate (post 12months liability period) for the same minimum of one project			
Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable			
Registration with Compensation for Occupational Injuries and Diseases Act (COIDA)			
Registration of Unemployment Insurance Fund (UIF)			
Proposed Key Staff: Role and Responsibility, Experience, Qualifications and Professional Registrations or Affiliations, No candidacy registration will be accepted			
Designation/Role	Minimum Qualification	Minimum Experience (Yrs)	Professional Registration
Contract Manager	B.Tech / BSc (Civil Eng/Construction Management)	5	Pr Tech/Eng or Pr CPM
Site Agent / Construction Manager	ND (Civil Eng/Construction Management)	3	-
Safety Officer	ND (Construction Safety Management or Similar)	3	Pr. CHSO
<u>NB: The bidder must submit a complete organizational organogram of the proposed project team, accompanied by signed curriculum vitae (CVs) for all</u>			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

<u>proposed personnel and certified copies of their relevant qualifications.</u>																	
Proof of ownership or lease agreement to the following plants or equipment																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Plant Name</th> <th style="padding: 5px;">No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">22-ton Excavator</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Grader</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Tractor Loader Backhoe (TLB)</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Vibratory Roller</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="text-align: center; padding: 5px;">10kl Water tanker</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="text-align: center; padding: 5px;">10m³ tipper truck</td> <td style="text-align: center; padding: 5px;">2</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Pick-up Bakkie</td> <td style="text-align: center; padding: 5px;">1</td> </tr> </tbody> </table>	Plant Name	No.	22-ton Excavator	1	Grader	1	Tractor Loader Backhoe (TLB)	1	Vibratory Roller	1	10kl Water tanker	1	10m ³ tipper truck	2	Pick-up Bakkie	1	
Plant Name	No.																
22-ton Excavator	1																
Grader	1																
Tractor Loader Backhoe (TLB)	1																
Vibratory Roller	1																
10kl Water tanker	1																
10m ³ tipper truck	2																
Pick-up Bakkie	1																
Registration or a member of South African Forum for the Civil Engineering Contractors or Bargaining Council for Civil Engineering Industry (BCCEI).																	
A plan to upgrade 2 x 1CE local contractors (LOCAL SUBCONTRACTORS) to 2CE registration with Construction Industry Development Board (CIDB).																	
A plan to upgrade 1 x 2CE local contractors to 3CE registration with Construction Industry Development Board (CIDB)																	

- ☐ THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
- ☐ Late bids shall not be admitted for consideration.
- ☐ In case of JV bidding arrangement, a letter of authority to be signed by the partner with highest grade.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Bidders are hereby invited to bid for the following projects:

Tender N	Description of Services	CIDB Requirement	Closing Date	Tender Document Price	Enquiries (Office Hours)
08-2026/27	Contractor for the construction of 1.7 km Stormwater channel and Pedestrian Bridge in Freedom Park	5CE or higher	30 September 2026 @11:00 am	R2 036.19 or can alternatively be downloaded for free from e-Tender Publication Portal or on Musina Municipality website	Mr M Nemudzivhadi +2763 686 7546_ nemudzivhadin@musina.gov.za

Musina Local Municipality shall adjudicate Tenders in accordance with the Supply Chain Management Policy and the Preferential Procurement Policy Framework Act, 2000 and its Regulations.

Tender documents containing the Conditions of Tender will be available from the Cashier, Musina Civic Centre, 21 Irwin Street, **as from Friday, 04 September 2026, upon a non-refundable fee as indicated above, during office hours (Monday to Friday from 8:00am to 15:00pm) OR can alternatively be downloaded for free from e-Tender Publication Portal (www.etenders.gov.za) or on Musina Municipality website (www.musina.gov.za)**

Prospective bidders are required to submit fully completed, priced, signed and initialled bid documents in a sealed envelope marked with the **“Bid number and description”**. The bid document must be deposited in the designated Tender box located at the reception area of Musina Local Municipality Civic Centre, 21 Irwin Street, not later than the closing date and time. **NB. All prescribed supporting documents as specified in the bid document must be attached.** No late, faxed or telephonic bids will be accepted. Tenders/Bids will remain valid for 90 (ninety) day. The municipality reserves the right to negotiate further conditions and requirements with the successful Tenderer. Musina Local Municipality is not compelled to accept the lowest or any bid.

All Responsive Bids will be evaluated on the 80/20 Preference Points System as prescribed by the Preferential Procurement Regulations, 2022.

All queries regarding the bids must be submitted in writing by email to the relevant contact person as indicated above. Supply chain related queries can be emailed to: marys@musina.gov.za.

Civic Centre
Irwin Street
Musina
0900

P M Mudau
Acting Municipal Manager

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T1.2 TENDER DATA (*Pink Pages*)

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (Jan 2009) as published in Government Gazette No: 31823, Board Notice 11 of 2008 of 30 February 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	The Employer is: Musina Local Municipality
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract Data C1.3 Performance guarantee C1.4 OHS Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	Part C3: Scope of Work C3 Scope of Work Part C4: Site Information C4 Site Information
F1.3	Interpretation 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 tender conditions.
F.1.4	The Employer is:
	Musina Local Municipality Private Bag X 611 Musina 0900
F.1.5.1	Reject or accept 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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:
F.2.1	Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5CE or higher class construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the e lead partner has a contractor grading designation in the 5CE OR higher class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	with the sum tendered for a 5CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.
F.2.2	Compensation of tendering Accept that 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 satisfy 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 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.
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.10	Pricing the tender State the rates and prices in Rand.
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 Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F2.13.3	Tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
	Contractor for the construction of 1.7 km Stormwater channel and Pedestrian Bridge in Freedom Park
	Closing date and time: Closing date: 30 September 2026 Closing Time: 11H00am
	Location of Tender box: Reception area of Musina Local Municipality Civic Centre, 21 Irwin Street
	Physical address: Musina Local Municipality, 21 Irwin Street
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days .
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document. The tenderer is to submit to the employer 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.2.23	The tenderer is required to submit with his tender:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	(1) Tax Compliant Status PIN issued by the South African Revenue Services; and (3) In case of Joint Venture – the Joint Venture Agreement.
F.3.4	The time and location for opening of the Tender offers are: Closing date: 30 September 2026 Closing Time: 11H00am Location: Musina Local Municipality Civic Centre, 21 Irwin Street
F3.9.1	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u> If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T1.3: Standard Conditions of Tender (*Pink Pages*)

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Annex F
(normative)

Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of *SANS 294: 2004, Construction Procurement Processes, Procedures and Methods*.
- 2 Annex E of *SANS 294, Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
 - b) 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
 - c) 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
- 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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.2.2 Cost of tendering

Accept that 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 satisfy 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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@) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

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 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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 a tender offer 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 in Black ink.

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

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

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 The sealed original copy of the tender offer must clearly display on the outside of the envelope the Employer's address and tender identification details as specified in the Tender Data, together with 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.2.14 Information and data to be completed in all respects

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 clarification

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.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 advice 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 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the tenderer's risks and responsibilities under the contract, or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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

Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	the lowest. [5) 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.
Method 3 : Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) 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.

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

F.3.11.2 Scoring Financial Offers

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

N_{FO}	= $W_1 \times A$ where:
N_{FO}	= the number of tender evaluation points awarded for the financial offer.
W_1	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

Where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

EVALUATION PROCESS AND CRITERIA

- All bids will be evaluated and adjudicated in terms of Supply Chain Management regulations, Musina Local Municipality Supply Chain Policy and the Preferential Procurement Regulation of 2022.
- Assessment Criteria

All bids received will be evaluated as follows:

1. Administrative Compliance – 1st Stage

Mandatory requirements to assess each bidder's ability to execute the scope of work/ contract and all other requirements as specified in the bid document

The following evaluation process and criteria will be used to evaluate all bids submitted:

- 1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

EVALUATION CRITERIA

1.2 CONTRACTOR CAPABILITY

The Contractor shall comply with all technical and administrative requirements specified in the tables below and shall submit all required supporting documentation as part of the returnable documents. Failure to provide the required documentation and information may result in disqualification of the tender/bid.

Tax Compliant Status PIN Issued

Copy of municipal rates and taxes statement (Municipal Bill) account not older than three months for all directors and for the company. If the Statement of Municipal Rates is not in the name of bidder and all directors of company, an affidavit from SAPS must be attached indicating that the company and directors does not own any property and that they do not owe any municipal rates and taxes or municipal charges to any other municipality for more than three months. If renting attach Valid Rental/Lease agreement and latest three months proof of rental payment. If staying in rural areas attach letter from Traditional Authority not older than 3 months for the company and all directors also stating that there are no rates and taxes payable in the area

Kindly note that the address that will be considered will be the address as reflected on the Company registration document (Attach Company Registration document for verification) and should be reflected as preferred address on the CSD registration report

The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days). Should it come to light that a false declaration was made on MBD 8 item (4.4) by the bidder after the municipality had awarded the bid, the contract shall be immediately cancelled and payments made will be recovered from the bidder. False declarations by bidders is viewed as a criminal offence and charges will be laid by the municipality with the South African Police Services for further investigation.

CIDB Grading of 5CE or higher

Attach CSD Report

Letter of Good standing from Workman's Compensation

Certified ID copies of all members / owners / shareholders / Trustees

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Certified copies of latest Annual Financial Statement
All other documents as indicated in the General Conditions Document
All pages must be initialled including drawings

➤ **Technical/Functionality Compliance to be attached**

Registration with Construction Industry Development Board (CIDB) for Civil Engineering Class of Work: 5CE and higher.			
Past performance comparable project (appointment letter, copy of progress payment certificate and final completion certificate (post 12months liability period) for the same minimum of one project			
Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable			
Registration with Compensation for Occupational Injuries and Diseases Act (COIDA)			
Registration of Unemployment Insurance Fund (UIF)			
Proposed Key Staff: Role and Responsibility, Experience, Qualifications and Professional Registrations or Affiliations, No candidacy registration will be accepted			
Designation/Role	Minimum Qualification	Minimum Experience (Yrs)	Professional Registration
Contract Manager	B.Tech / BSc (Civil Eng/Construction Management)	5	Pr Tech/Eng or Pr CPM
Site Agent / Construction Manager	ND (Civil Eng/Construction Management)	3	-
Safety Officer	ND (Construction Safety Management or Similar)	3	Pr. CHSO
<u>NB: The bidder must submit a complete organizational organogram of the proposed project team, accompanied by signed curriculum vitae (CVs) for all proposed personnel and certified copies of their relevant qualifications.</u>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Proof of ownership or lease agreement to the following plants or equipment	
Plant Name	No.
22-ton Excavator	1
Grader	1
Tractor Loader Backhoe (TLB)	1
Vibratory Roller	1
10kl Water tanker	1
10m ³ tipper truck	2
Pick-up Bakkie	1

Registration or a member of South African Forum for the Civil Engineering Contractors or Bargaining Council for Civil Engineering Industry (BCCEI).

A plan to upgrade 2 x 1CE local contractors (LOCAL SUBCONTRACTORS) to 2CE registration with Construction Industry Development Board (CIDB).

A plan to upgrade 1 x 2CE local contractors to 3CE registration with Construction Industry Development Board (CIDB)

NB: Proof of ownership of plants must be submitted with tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2. EVALUATION OF BIDS

1st Stage: ADMINISTRATIVE REQUIREMENTS

The bidders **comply administratively** in order to move to the next stage. The following documents must be attached to comply administratively.

Tax Compliant Status PIN Issued
Copy of municipal rates and taxes statement (Municipal Bill) account not older than three months for all directors and for the company. if the Statement of Municipal Rates is not in the name of bidder and all directors of company, an affidavit from SAPS must be attached indicating that the company and directors does not own any property and that they do not owe any municipal rates and taxes or municipal charges to any other municipality for more than three months. If renting attach Valid Rental/Lease agreement and latest three months proof of rental payment. If staying in rural areas attach letter from Traditional Authority not older than 3 months for the company and all directors also stating that there are no rates and taxes payable in the area Kindly note that the address that will be considered will be the address as reflected on the Company registration document (Attach Company Registration document for verification) and should be reflected as preferred address on the CSD registration report The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days). Should it come to light that a false declaration was made on MBD 8 item (4.4) by the bidder after the municipality had awarded the bid, the contract shall be immediately cancelled and payments made will be recovered from the bidder. False declarations by bidders is viewed as a criminal offence and charges will be laid by the municipality with the South African Police Services for further investigation.
CIDB Grading of 5CE or higher
Attach CSD Report
Letter of Good standing from Workman's Compensation
Certified ID copies of all members / owners / shareholders / Trustees
Certified copies of latest Annual Financial Statement

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

All other documents as indicated in the General Conditions Document

All pages must be initialled including drawings

➤ **Technical/Functionality Compliance to be attached**

Registration with Construction Industry Development Board (CIDB) for Civil Engineering Class of Work: 5CE and higher.

Past performance comparable project (appointment letter, copy of progress payment certificate and final completion certificate (post 12months liability period) for the same minimum of one project

Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable

Registration with Compensation for Occupational Injuries and Diseases Act (COIDA)

Registration of Unemployment Insurance Fund (UIF)

Proposed Key Staff: Role and Responsibility, Experience, Qualifications and Professional Registrations or Affiliations, No candidacy registration will be accepted

Designation/Role	Minimum Qualification	Minimum Experience (Yrs)	Professional Registration
Contract Manager	B.Tech / BSc (Civil Eng/Construction Management)	5	Pr Tech/Eng or Pr CPM
Site Agent / Construction Manager	ND (Civil Eng/Construction Management)	3	-
Safety Officer	ND (Construction Safety Management or Similar)	3	Pr. CHSO

NB: The bidder must submit a complete organizational organogram of the proposed project team, accompanied by signed curriculum vitae (CVs) for all proposed personnel and certified copies of their relevant qualifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Proof of ownership or lease agreement to the following plants or equipment	
Plant Name	No.
22-ton Excavator	1
Grader	1
Tractor Loader Backhoe (TLB)	1
Vibratory Roller	1
10kl Water tanker	1
10m ³ tipper truck	2
Pick-up Bakkie	1

Registration or a member of South African Forum for the Civil Engineering Contractors or Bargaining Council for Civil Engineering Industry (BCCEI).

A plan to upgrade 2 x 1CE local contractors (LOCAL SUBCONTRACTORS) to 2CE registration with Construction Industry Development Board (CIDB).

A plan to upgrade 1 x 2CE local contractors to 3CE registration with Construction Industry Development Board (CIDB)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2nd stage: PRICING & SPECIFIC GOALS

The **80/20-point** system is adopted in this stage as the project is estimated as not more than **R50 000 000.00**. **80 points** will be for Price and **20 points** for Specific Goals

The **80/20** points will be as follows:

a) PRICE POINTS (80 Points)

Price Assessment	80 Points
SUB TOTAL - A	80

b) SPECIFIC GOALS (20 Points)

Points will be allocated for specific goals in the following manner

Designated groups	Number of points	Means of Verification/Required Document
Points for HDI status (At least 51% Black owned)	10	CSD Report and certified copy of Company Registration Documents
Points for 51% Women's Equity	4	CSD Report and certified copies of Identification Documents
Points for black person with Disability	3	CSD Report and certified copies of Identification Documents and Letter of confirmation from registered medical doctor (letter must have Practise number)
Points for 51% owned Youth firm	3	CSD Report and certified copies of Identification Documents
Form not completed or submitted	0	-
SUB TOTAL - B	20	
Failure to submit required documents will result in the bidder not qualifying for claiming preferential points.		

c) TOTAL POINTS = Price Points(a) + Specific Goals Points(b)

TOTAL A + B	100
--------------------	------------

- ☐ **Note: In case of JV bidding arrangement, a letter of authority to be signed by the partner with highest grade.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

F.3.18 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART T2: LIST OF RETURNABLE DOCUMENTS (YELLOW PAGES)

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION ...	T.38
T2.1 A	CERTIFICATE OF AUTHORITY	T.38
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.41
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS	T.42
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.43
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.44
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.45
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.46
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE	T.47
T2.1 I	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS	T.48
T2.1 J	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	T.49
T2.1 K	SARS PIN AND CSD.....	T.50
T2.1 L	CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)	T.51
T2.1 M	CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION).....	T.52
T2.1 N	CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)	T.53
T2.1 O	CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS).....	T.54
T2.1 P	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE) ...	T.55
T2.1 Q	CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE	T.56
T2.1 R	ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE COMPANY.....	T.57
T2.1 S	ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS	T.58

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 T	ORIGINAL BANK RATING CERTIFICATE / LETTER.....	T.59
T2.1 U	CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL.....	T.60
T2.1 V	PRO-FORMA CERTIFICATE OF INSURANCE COVER.....	T.61

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART T2: LIST OF RETURNABLE DOCUMENTS (YELLOW PAGES)

T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy attached) taken on20...,Mr/Mrs.....acting in the
capacity of.....,was authorised to sign all documents
in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading
as.....

hereby authorise Mr/Mrs....., acting in the capacity
of.....to sign all documents in connection with the tender for
Contract.....and any contract resulting from
it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
Lead Partner: CIDB Reg No:		Signature: Name: Designation:

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the
business trading as.....

As Witness:

1.....

Signature: Sole owner

2.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading
as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents
in connection with the tender for Contract.....and any
contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom
rests the direction of the affairs of the Close Corporation as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....

(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ Employer's Agent, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONSTRUCTION OF NANCEFIELD STORM WATER CHANNEL AND PEDESTRIAN
BRIDGE TENDER NO: 08-2026/27**

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

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

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Items:

- (a) Fixed Charge Items (SABS1200A-8.3 / COLTO 1300,(a), (b), (c))
- (b) Time-Related Items (SABS1200A-8.3 / COLTO 1300,(a), (b), (c))

Shall not exceed a maximum of **15** % of the tender sum (excluding VAT).

Total tendered for above mentioned items expressed as a percentage of the tender sum (excluding VAT):% (insert percentage).

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MUSINA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shar eholders/Part ner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (Copies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO
COUNCIL**

TO: MUNICIPAL MANAGER, MUSINA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Musina Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names Signature Date

2. _____
Full Names Signature Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 K SARS PIN AND CSD

SARS pin & CSD

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A
COMPANY)

Attach
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION)

Attach
Statement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A
PARTNERSHIP)

Attach
Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS /
SHAREHOLDERS)**

Attach
Certified
ID Copies

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)

Attach
Agreement

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach
Certificate

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE COMPANY**

Attach
Certificate or
Lease
Agreement

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS**

Attach
Certificate or
Lease
Agreement

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.1 T ORIGINAL BANK RATING CERTIFICATE / LETTER

Attach
Certificate
/ Letter

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND
SAFETY PERSONNEL**

Attach
CV's

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach
Certificate

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.2 MBD FORMS CHECKLIST

T2.2 A MBD1 T.65

T2.2 B MBD 2..... T.68

T2.2 C MBD 3.1..... T.69

T2.2 D MBD 4..... T.70

T2.2 E MBD 5..... T.75

T2.2 F MBD 6.1..... T.77

T2.2 G MBD 7.1..... T.82

T2.2 I MBD 8..... T.84

T2.2 J MBD 9..... T.86

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 MBD FORMS CHECKLIST

☐

MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

☐

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

☐

MBD 3.1: PRICING SCHEDULE – FIRM PRICES

☐

MBD 4: DECLARATION OF INTEREST

☐

MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION

☐

MBD 6.1: PREFERENCE POINTS CLAIM FORM

☐

MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS

☐

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

☐

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 A MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUSINA LOCAL MUNICIPALITY					
BID NUMBER:	08-2026/27	CLOSING DATE:	30 September 2026	CLOSING TIME:	11H00
DESCRIPTION:	CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK				
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*)

Tender Box at the Musina Local Municipality Civic Centre					
21 Irwin Street					
Musina, 0900					
Limpopo Province					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No ☐ YES ENCLOSE PROOF	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No ☐ 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	Musina Local Municipality - Supply Chain Management (SCM)	Musina Local Municipality -Programme Management Unit (PMU)	
CONTACT PERSON	M Siziba	Mr Nemudzivhadi M	
TELEPHONE NUMBER	(015) 534 6191	(015) 534 6100	
FACSIMILE NUMBER	(015) 534 2513	(015) 534 2513	
E-MAIL ADDRESS	Marys@musina.gov.za	mukondelelin@musina.gov.za	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS 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:.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 B MBD 2

**TAX CLEARANCE STATUS OR PIN
REQUIREMENTS**

It is a condition of this bid that the tax affairs of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. Bidders are required to provide their SARS-issued Tax Compliance Status (TCS) PIN to enable the Employer to verify their tax compliance status electronically with SARS.
2. Bidders must ensure that their tax matters are up to date and that their Tax Compliance Status reflects compliance with SARS requirements for the duration of the bidding process.
3. Failure to provide a valid TCS PIN, or where a bidder's tax affairs are found to be non-compliant and satisfactory arrangements have not been made with SARS, may result in the disqualification of the bid.
4. In bids where Consortia, Joint Ventures, or Subcontractors are involved, each party must provide a separate and valid Tax Compliance Status (TCS) PIN for verification purposes.
5. Bidders may obtain their TCS PIN through the SARS e-Filing system or at any SARS branch office. Further information is available on the SARS website: www.sars.gov.za.
6. The Employer reserves the right to verify the tax compliance status of any bidder directly with SARS using the TCS PIN provided.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 C MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

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

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

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

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 D MBD 4.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - The bidder is employed by the state; and/or
 - The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1. Full Name of bidder or his or her representative:.....
 - 2.2. Identity Number:.....
 - 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
 - 2.4. Company registration number:.....
 - 2.5. Tax Reference Number:.....
 - 2.6. VAT Registration Number:.....
 - 2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

1 "State" means –

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

2 "shareholder" means-

a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.1. Are you or any person connected with them bidder YES ☐ NO ☐
presently employed by the state?

2.1.1. If so, furnish the following particulars: Name of person / director / trustee/
shareholder/ member:

Name of state institution at which you or person connected to the bidder is
employed:

Position occupied in the public institution:.....

Any other particulars:

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

2.1.2. If you are presently employed by the state, did you obtain YES ☐ NO ☐
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.1.2.1. If yes, did you attach proof of such authority to the bid YES ☐ NO ☐
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.1.2.2. If no, furnish reasons for non-submission of such proof:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Did you or your spouse, or any of the company's directors/ trustees/ YES ☐ NO ☐
shareholders/ members or their spouses conduct business with the
state in the previous twelve months?

2.1.3. If so, furnish particulars:

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

2.2. Do you, or any person connected with the bidder, have any relationship
YES ☐ NO ☐ (family, friend, other) with a person employed by the state and who may be
involved with the evaluation and or adjudication of this bid?

2.2.1. If so, furnish particulars:

.....
.....

2.3. Are you, or any person connected with the bidder, aware of any YES ☐ NO ☐
relationship (family, friend, other) between any other bidder and any person
employed by the state who may be involved with the evaluation and or
adjustment of this bid?

2.3.1. If so, furnish particulars:

.....
.....

2.4. Do you or any of the directors/ trustees/ shareholders/ members of the
company have any interest in any other related companies whether or
not they are bidding for this contract?

2.4.1. If so, furnish particulars:

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

Full Names	Identity Number	Personal Tax Reference Number	State Number/ Number	Employee Persal Number

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 E MBD 5

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
*YES ☐ / NO ☐
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES ☐ / NO ☐
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.

.....

.....

.....

* Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES ☐ / NO ☐

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES ☐ / NO ☐

4.1 if yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 F 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**

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

1.3 Points for this tender 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 organ of state.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for HDI status (At least 51% Black owned)	10	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Points for 51% Women's Equity	4	
Points for black person with Disability	3	
Points for 51% owned Youth firm	3	
Form not completed or submitted	0	

NOTE:

The bidder must submit a CSD number or CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not (Medical certificate will be used to verify the disability status of the bidder) in order to claim the preferential procurement points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 G MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

MBD 7.1

**CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....

accept your bid under reference numberdated.....for the
supply of

goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms
and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 I MBD 8

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.2 J MBD 9

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:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.3 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.89
T2.3 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.90
T2.3 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.91
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER	T.92
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER (CONTINUED).....	T.93
T2.3 E	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	T.94
T2.3 F	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.95
T2.3 G	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.98

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:
DECLARATION OF GOOD STANDING REGARDING TAX	
PARTICULARS	
1. Name of Taxpayer/Tenderer:	
2. Trade Name:	
3. Identification Number: (If applicable)	
4. Company / Close Corporation registration	
5. Income Tax reference number:	
6. VAT registration number: (If applicable)	
7. PAYE employer's registration number: (If	
8. Monetary value of tender:	
DECLARATION	
I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes: (i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.* 	
SIGNATURE	CAPACITY
DATE	
PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

☐ Written proof of his registration with the CIDB as the relevant Category **5CE** or Higher

Or

☐ Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Musina Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.3 F REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND
DEVELOPMENT PROGRAMME**

M1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

M2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

M2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agenting Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

M2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

M2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation : **10%**
ABE support : **25%**

- (b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : **10%**

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

M3 Preferential Procurement Point System Policy

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

M4 Contract Participation Performance (CPP)

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

M4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

M5 Training

Provision is made in the project specifications for structured training to be provided by the contractor to PDI'S and ABE'S.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.3 G EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

**1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN
PARAGRAPH 2.8.**

Ownership Percentage owned Points claimed

Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")

%

Equity ownership **by women** %

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm :

2.2 VAT registration number :

2.3 Company registration number :

2.4 TYPE OF FIRM

☐	Partnership
☐	One person business / sole trader
☐	Close corporation
☐	Company
☐	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

2.6 COMPANY CLASSIFICATION

☐	Manufacturer
☐	Supplier
☐	Professional service provider
☐	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

						*HDI Status		
Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	No franchise prior to 1983 & 1993 Constitutions	Women	% of business shares in enterprise owned

*Indicate YES or NO

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member (to be consistent with paragraph 2.8):

						*HDI Status		
Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	No franchise prior to 1983 & 1993 Constitutions	Women	% of business shares in enterprise owned

*Indicate YES or NO:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Musina Municipality may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 SIGNATURE(S) of TENDERER(S)

2 DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Note: The ABEs shall be from the LOCAL COMMUNITY. Should no suitable ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female representativity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 30%. Refer Form T2.1 K, item 2.4(b). It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total%

Notes to tenderer:

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4 A	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T-111
T2.4 B	RATES FOR SPECIAL MATERIALS	T-112
T2.4 C	ALTERATIONS BY TENDERER.....	T-113
T2.4 D	WORKS PREVIOUSLY EXECUTED	114
T2.4 E	PRESENT COMMITMENTS	115
T2.4 G	CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR.....	T-117
T2.4 H	LABOUR UTILISATION	T-120
T2.4 I	COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	T-123
T2.4 J	PLANT AND EQUIPMENT.....	T-125
T2.4 K	SUB-CONTRACTORS.....	T-126
T2.4 L	SITE INSPECTION CERTIFICATE.....	T-127
T2.4 M	AUTHORITY OF SIGNATORY	T-128
T2.4 N	PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM	T-129
T2.4 O	JOINT VENTURE AGREEMENT	T-131
T2.4 P	PREFERENTIAL PROCUREMENT	T-133
T2.4 Q	AFFIDAVIT	T-135
T2.4 S	AFFIDAVIT	T-136
T2.4 T	DECLARATION OF INTEREST	T-137
T2.4 U	BANKING DETAILS.....	T-138
T2.4 V	RATES FOR SPECIAL MATERIALS	T-139

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4(FINAL CERTIFICATE)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)	

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 C 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

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.4 D WORKS PREVIOUSLY EXECUTED

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

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

* Add more pages if necessary.

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER
NO: 08-2026/27**

T2.4 E PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

* Add more pages if necessary.

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.4 F SUPERVISORY AND SAFETY PERSONNEL

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

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

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

SIGNATURE OF TENDERER:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.4 G 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 Musina Local Municipality 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5.”

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:

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

where:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

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

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 H 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.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

4. Team Leader

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

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

5. Skilled Employee

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

6. Semi-Skilled Employee

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

7. Unskilled Employee

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

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1		
3.2		
3.3		
4. Safety Inspectors (specify type)		
4.1		
4.2		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 I 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).

.....

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO

How is this policy communicated to all employees?

.....

4. Does the Contractor keep records of safety aspects of each construction site? YES / NO

If yes, what records are kept?

.....

5. Does the Contractor conduct monthly safety meetings? If yes, who is the YES / NO

chairperson of the meeting, and who attends these meetings?

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO

If yes, please explain his duties and provide a copy of his CV.

.....

.....

7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO

.....

8. Does the Contractor have a safety induction training programme in place? YES / NO
(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired 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

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 K 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

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 L SITE INSPECTION CERTIFICATE

This is to certify that.....(Tenderer)
of.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at
.....(location) on.....(date), starting at.....We
acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works
and / or matters incidental to doing the work specified in the tender documents in order for us to
take account of everything necessary when compiling our rates and prices included in the tender.
Particulars of person(s) attending the meeting:

Name

Signature..... Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/
engineer, namely:

Name..... Signature.....

Capacity..... Date & Time.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 M 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 | ☐ |
| (b) | A partnership, and attach hereto a certified copy of the required resolution by all partners | ☐ |
| (c) | A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials | ☐ |
| (d) | A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender | ☐ |
| (e) | A joint venture, and attach hereto: | ☐ |
- An notarially certified copy of the original document under which the joint venture was constituted
 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION
FORM**

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- ☐ Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- ☐ Official physical address of business, e-mail, telephone and fax numbers:
Address: ()*
e-mail: ()*
Telephone: ()*
Fax: ()*
- ☐ Electricity account no. if a local business: ()*
- ☐ Type of business (Company, cc, etc): ()*
- ☐ Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- ☐ Estimated annual turnover (to remain confidential): R ()*
- ☐ Full name of controlling shareholder if not a one-man business (to remain confidential): ()*

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE
IN FREEDOM PARK - TENDER NO: 08-2026/27**

☐ Equity held by HDI’s in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 O 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 THAT WILL BE RECEIVED 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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

WITNESSES:

1.

2.

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 P PREFERENTIAL PROCUREMENT

List all partners, proprietors and shareholders and complete the table.

Name	Proportional percentage contribution only if a Joint Venture (1*)	HDI			% Owned (5*)	Other Specific Goals	
		No franchise prior to elections (2*)	Women (3*)	Disabled (4*)		Joint venture with local SMME (6*)	Located in MUSINA LOCAL MUNICIPALITY (7*)

- * Notes: (1) Joint Venture agreement in Section T 2.2 of this document.
 (2) States Yes or No.
 (3) States Yes or No.
 (4) States Yes or No.
 (5) Indicate percentage Equity Ownership.
 (6) States Yes or No.
 (7) States Yes or No.

Total HDI Equity Ownership (EP) %

Tender adjudication points claimed for Equity ownership of HDI's within the enterprise:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

$$\text{NEP} = \frac{6 \times \text{EP}}{100} = \frac{6 \times \quad}{100} \%$$

$$\text{NEP} = \dots\dots\dots$$

Calculation of preferential points:

$$\text{TPP} = \text{NEP} + \text{L(Locality)}$$

Where:

TPP = Total Preference Points scored

NEP = Points scored for Equity Ownership

L = Points scored for being located in Musina Local Municipality.

$$\text{TPP} = \dots\dots\dots + \dots\dots\dots = \dots\dots\dots$$

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 Q AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
STAMP:
COMMISSIONER OF OATHS

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Musina Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 S AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)
2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Musina Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 T 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	☐	☐
(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	☐	☐
(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	☐	☐
(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	☐	☐

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 U BANKING DETAILS

Bank Name:

Account Holder's Name:

Account Number:

Branch Code:

Contact Person:

Contact Number:

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

T2.4 V RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY BULK/CONTAINER *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence.

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

TENDER NUMBER: 08-2026/27

FOR THE CONSTRUCTION OF 1.7 KM

STORMWATER CHANNEL AND PEDESTRIAN

BRIDGE IN FREEDOM PARK

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.5: RETURNABLE DOCUMENTS CHECKLIST

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

T2.5 RETURNABLE DOCUMENTS CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

RETURNABLE DOCUMENT	YES	NO
1. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
2. COMPANY REGISTRATION DOCUMENT		
3. ID COPIES COMPANY DIRECTORS: CERTIFIED.		
4. ORIGINAL SIGNATORY AUTHORISATION LETTER ON A COMPANY LETTER HEAD.		
5. TAX COMPLIANCE, SARS PIN		
6. COMPLIANT CENTRAL SUPPLIER DATABASE, JV SHOULD SUBMIT FOR BOTH COMPANIES		
7. CIDB, JV SHOULD SUBMIT CONSOLIDATED CIDB		
8. LATEST ANNUAL FINANCIAL STATEMENT: CERTIFIED		
9. LETTER OF GOOD STANDING - WORKMAN COMPENSATION: CERTIFIED		
10. LETTER OF GOOD STANDING - UNEMPLOYMENT INSURANCE FUND (UIF): CERTIFIED		
11. RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING		
12. COMPANY AND DIRECTORS PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS ARE NOT IN ARREARS; AND SHOULD NOT BE OLDER THAN 3 MONTHS/ RECENT AND ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR VALID LEASE AGREEMENT ACCOMPANIED BY RECENT PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

RETURNABLE DOCUMENT	YES	NO
13. PROGRAM OF WORKS, SCHEDULE OF MONTHLY EXPENDITURE		
14. JOIN VENTURE AGREEMENT: WHERE APPLICABLE ☐ CIDB CONSOLIDATED ☐ CONSOLIDATED SPECIFIC GOALS DOCUMENTS		
15. PAST PERFORMANCE COMPARABLE PROJECT (APPOINTMENT LETTER, COPY OF PROGRESS PAYMENT CERTIFICATE AND FINAL COMPLETION CERTIFICATE (POST 12MONTHS LIABILITY PERIOD) FOR THE SAME MINIMUM OF ONE PROJECT		
16. ORGANOGRAM OF THE PROPOSED PROJECT TEAM, CURRICULUM VITAE (CVS) FOR ALL PROPOSED PERSONNEL AND CERTIFIED COPIES OF THEIR RELEVANT QUALIFICATIONS		
17. PROOF OF REGISTRATION OR A MEMBER OF SOUTH AFRICAN FORUM FOR THE CIVIL ENGINEERING CONTRACTORS OR BARGAINING COUNCIL FOR CIVIL ENGINEERING INDUSTRY (BCCEI).		
18. A PLAN TO UPGRADE 2 X 1CE LOCAL CONTRACTORS (LOCAL SUBCONTRACTORS) TO 2CE REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB).		
19. A PLAN TO UPGRADE 1 X 2CE LOCAL CONTRACTORS TO 3CE REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)		
20. ALL OTHER DOCUMENTS AS INDICATED IN THE GENERAL CONDITIONS DOCUMENT		

Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

Cell phone No:

Name in Capital (block) Letters

Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION
PART C5	ANNEXURES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C1: AGREEMENT AND CONTRACT DATA (WHITE PAGES)	C.3
C1.1 FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.7
C1.3 PERFORMANCE GUARANTEE	C.12
C1.4 CONTRACT DATA	C.15
C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.30
C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.32
C1.7 MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.33
C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C1: AGREEMENT AND CONTRACT DATA (WHITE PAGES)

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT No.: 08-2026/27

CONSTRUCTION OF NANCEFIELD STORM WATER CHANNEL AND PEDESTRIAN BRIDGE

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

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

Rand (in words); (in figures)

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

Signature(s)
Name(s)
Capacity
for the tenderer

(Name and address of organization)

Name and
signature of
witness Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

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:

PARTC1 Agreements and contract data, (which includes this agreement) PART

C2 Pricing data

PARTC3 Scope of work

PARTC4 Site information

PARTC5 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 as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be 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 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Date:.....

--

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Schedule of Deviations

Item	Deviation 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 and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Contractor:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF
SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

This **AGREEMENT** made at on this day of
..... in the year between Musina Local Municipality
(hereinafter called “the Employer” on the one part, herein represented by
..... in his capacity as
..... and delegate of the Employer and
..... (herein after called “the
Principal Contractor”) of the other part, herein represented by
.....in his
capacity as
.....
.....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in
Contract No.:...../...../.....for (description of
contract).....
..... in the
.....District of Limpopo Province and has accepted a tender by the
Principal Contractor for the construction, completion and maintenance of such works and
whereas the Employer and the Principal Contractor have agreed to certain arrangements
and procedures to be followed in order to ensure compliance by the Principal Contractor with
the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the
Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer’s Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

issued by the South African Institution of Civil Engineering's Agenting (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or

- b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.

3. The Principal Contractor declares himself to be conversant with the following:-

- a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
- i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.

4. The Principal Contractor is responsible for the compliance with the Act by his subcontractors, whether or not selected and/or approved by the employer.

5. The Principal Contractor warrants that all his and his sub-c+

+

ontractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.

6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

- b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for....., with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative. In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Copy to: The Chief Inspector - Department of Minerals and Energy

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C1.3 PERFORMANCE GUARANTEE

Employer :	Musina Local Municipality Private Bag X 611 Musina 0900	Contractor :	
------------	--	--------------	---

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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:

Address to be entered _____

THUS DONE AND SIGNED AT _____ on _____ 20____.

On behalf of the Company _____

In his capacity as _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C1.4 CONTRACT DATA**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract (GCC) for Construction Works, 3rd Edition (2015), (displaying “2nd Print” on the frontispiece); 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 2015 that applies to this Contract (see Notes on the next page).

NOTES**Note 1**

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

Note 2

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

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

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	Add the following to the Clause after the last sentence. “The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer.”
1.1.1.12	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”
1.1.1.14	<i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i> “This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 5 months ”
1.1.1.15	The Employer is Musina Local Municipality .
1.1.1.16	The Employers Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Repconn Trading Group to fulfil the functions of the Engineer in terms of the Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
	The address of the Employer is: The Municipal Manager Musina Local Municipality Private Bag X 611 Musina 0900 The address of the Engineer is: Physical address: Suite 203 Stats Building. 1 Fore Street, New Redruth Alberton 1449 Mobile: 061 400 9723 E-mail: Zindela@icloud.com

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data																																																																						
1.3.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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.”																																																																						
3.2.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr><tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.3.1</td><td>Employer’s Agent’s appointment and termination</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.3.4</td><td>Employer’s Agent’s acting on Employer’s Agent’s behalf</td><td>NA</td></tr><tr><td></td><td></td><td>3.3.6</td><td>Employer’s Agent’s orders or instructions causing dissatisfaction</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr><tr><td></td><td></td><td>4.4.2</td><td>Subcontractor to be approved</td><td>NA</td></tr><tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R.....</td></tr><tr><td></td><td></td><td>4.7.1</td><td>Fossils, etc. on Site</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.8.2</td><td>Facilities for others</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.9.1</td><td>Removal of Construction Equipment from Site</td><td>NA</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.3.1	Employer’s Agent’s appointment and termination	NA		Y	3.3.4	Employer’s Agent’s acting on Employer’s Agent’s behalf	NA			3.3.6	Employer’s Agent’s orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.4.2	Subcontractor to be approved	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence																																																																			
	Y	1.2.1.2	Change of address	NA																																																																			
N		2.2.3	Adverse physical conditions	NA																																																																			
		2.4.1	Ambiguity in or discrepancy between documents	NA																																																																			
	Y	3.3.1	Employer’s Agent’s appointment and termination	NA																																																																			
	Y	3.3.4	Employer’s Agent’s acting on Employer’s Agent’s behalf	NA																																																																			
		3.3.6	Employer’s Agent’s orders or instructions causing dissatisfaction	NA																																																																			
		4.3.1	Proof of compliance with applicable laws	NA																																																																			
		4.3.2	Proof of good standing with payments in terms of legislation	NA																																																																			
		4.4.2	Subcontractor to be approved	NA																																																																			
		4.5.4	Payment for notices and fees	R.....																																																																			
		4.7.1	Fossils, etc. on Site	NA																																																																			
	Y	4.8.2	Facilities for others	NA																																																																			
	Y	4.9.1	Removal of Construction Equipment from Site	NA																																																																			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data				
			4.10.1	Use of Site for Contractor's employees	NA
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
	Y		4.12.2	Approval of Construction Manager	NA
			5.3.1	Commencement of the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
	Y		5.7.1	Rate of progress falling behind programme	NA
	Y		5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
	Y		5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
	Y		5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
	Y		5.9.7	Contractor's designs	NA
	Y		5.9.7	Departing from Contractor's designs	NA
	Y		5.11.2	Suspension of the Works	NA
			5.11.6	Proceeding with Works after suspension	NA
N			5.12.4	Acceleration instead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
N	Y		5.14.1	Work to be completed for Practical Completion	NA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data				
	N	Y	5.14.2	Certificate of Practical Completion	NA
	N		5.14.4	Certificate of Completion	NA
	N		5.16.1	Final Approval Certificate	NA
		Y	6.3.1	Variation orders	R.....
		Y	6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
		Y	6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data				
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
	Y		7.5.2	Delivery of Plant to Site	NA
	Y		7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
	Y		7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
	Y		7.6.3	Removal of improper work	NA
	Y		7.7.1	Search for defects	NA
	Y		7.8.1	Making good of defects	NA
	Y		7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
N	Y		9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y		9.2.1	Breach of Contract by Contractor	NA
N	Y		10.1.3	Facts to assess Contractor's claim	NA
N	Y		10.1.5	Consultation on Contractor's claim	NA
N	Y		10.1.5	Ruling on Contractor's claim	R.....
N	Y		10.2.3	Consultation on dissatisfaction claim	NA
N	Y		10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT					
*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
4.1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.”
4.3.1	Compliance with applicable laws. <i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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. 4.3.1.2 OHS requirements 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).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
	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.
	4.3.1.3 Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. 4.3.1.4 Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.1.5 Contractor's Designer 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."
4.4.4	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
	by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular subcontractor 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 portions of the Works concerned."
4.10	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."
5.3.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed. The documentation required before commencement with Works execution are: ☐ Health and Safety Plan (Refer to Clause 4.3) ☐ 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). ☐ 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). ☐ Initial programme (Refer to Clause 5.6) ☐ Security (Refer to Clause 6.2) ☐ Insurance (Refer to Clause 8.6) ☐ Cashflow"
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
5.5.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The time for Completion shall be 5 months from Commencement Date, including year-end break/s."
5.6.2.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Commencement date after all documents after all documents are submitted"
5.7.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Penalty per day shall be 0.05% of the total contract value per calendar day."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Engineer on the Due Completion Date." with the following: "Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
5.14.2	Issue of Certificate of Practical Completion Replace "the Engineer" in the second line with the following: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
5.14.4	Certificate of Completion Replace "the Engineer" in the second line of the first paragraph with: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
6.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."
6.2.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> 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. 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."
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.8.2	The application of a contract price adjustment will apply to this Contract.
6.3.3	Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS "between the Employer and the Contractor".</i>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
6.10.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage limit for materials not yet built into the Permanent Works is 80%.”
6.10.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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.”
6.10.4	<i>IN LINE 3 DELETE THE WORD “said” AND INSERT THE WORD “correct”.</i> In the third sentence replace “28” with “35”.
6.10.5.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Defects Liability Period will be 12 months.”
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE “15 %” AND REPLACE IT WITH “25 %”.</i>
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Limit of indemnity shall be R2 million per event, the number of events being unlimited.”
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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: 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.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Clause	Contract Data
8.6.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “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.”
9.2.1.3.7	<i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i> “The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,”
10.7.1	<i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i> This Contract provides for the determination of disputes by arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: e- mail address: Contact numbers:
1.2.1	The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is %.
6.8.3	The variation in cost of special materials is as per Form T2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT,
(ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made aton this theday
ofin the year..... between MUSINA LOCAL
MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by
..... in his capacity asand
delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant
to the provisions of Act No. 7 of 1998 andin his capacity as
..... and being duly authorised by virtue of a resolution
appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and
has accepted a tender by the Contractor for the construction, completion and maintenance
of such works and whereas the Employer and the contract have agreed to certain
arrangements and procedures to be followed in order to ensure compliance by the
Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as
amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997)), the Mineral
Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable
Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

undertake the duties as delegated to them in terms of their appointments.

5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND
SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH
AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, in my capacity as
Municipal Manager of the Employer, MUSINA LOCAL MUNICIPALITY who is the owner of
the Mine(s) state name(s) or state "to be worked under the requirements of the above
mentioned Acts, hereby, in terms of Section 3(1) of the Act (as amended) appoint
.....in his capacity as of the
Contractor, of address:..... and
contact number:..... to perform all functions entrusted to the
Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project
no.:.....for

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I,..... having been appointed in terms of Section 4 of
the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3
of the act, as amended, hereby appoint in his capacity as
.....of the Contractor.....as Manager, who, in
terms of Section 3 of the Act, as amended, will be responsible for the day to day
management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1. 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C1.7 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MUSINA LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**
(To be printed on Contractors letter head)

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT
NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO.
72 OF 1997)**

I, in my capacity as, having been appointed in terms of
Section 3(1) of the Act (as amended), by the Municipal Manager who is our client, 'Musina
Municipality' and owner of the Mine(s) to be worked under the requirements of the above
mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint
..... as Sub-Ordinate Manager of the Contractor,
..... of address,
..... and contact number, on contract no **for
the**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996),
you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to
perform the following functions, assigned to the Mine Manager in terms of Section 7(1),
10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health
and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is
properly trained:
 - a. In the measures necessary to eliminate, control and minimise those
risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-
Ensure that every employee becomes familiar with the work-related hazards and
risk and the measures that must be taken to eliminate, control and minimise
those hazards and risks.
4. To the extent that is reasonably practical, you must:-
Ensure that every employee under your control complies with the requirements
of the Act.
Institutes the measures necessary to secure, maintain and enhance health and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1..... 2.....

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1..... 2.....

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON:
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH
AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been
appointed in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure
and Planning, who is our client, 'Musina Municipality' and owner of the Mine(s) to be worked
under the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2
and 2.12.6 of the Act as amended, appoint as
Competent Person responsible for mine survey for the Contractor,

..... of address

and contact number, on all contracts in the Limpopo Province that are
undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

**APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH
AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Musina Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18, 20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

PART C2: PRICING DATA (YELLOW PAGES)

C2.1 PRICING INSTRUCTIONS.....C.41

C2.2 BILL OF QUANTITIES.....C.45

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C2: PRICING DATA (YELLOW PAGES)

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Kn = kilonewton
PC sum = prime cost sum
Prov sum = provisional sum

- 14 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
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

C2.2 BILL OF QUANTITIES

NB: MAJOR OR CRITICAL ITEMS ON THE BILL SHOULD BE TESTED AGAINST
PREVAILING MARKET RATES TO ASSESS THEIR COMPETITIVENESS AND
REASONABLENESS.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
12,00	<u>1200: GENERAL REQUIREMENTS AND PROVISIONS</u>				
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Provision for a Community Liaison Officer				
	(a) Provisional Sum for the payment of the Community Liaison Officer (R6500.00 per month)	Prov Sum	1,00	32500,00	R32 500,00
	(b) Provisional sum for the payment of a SHE Rep (R5500,00 per month)	Prov Sum	1,00	27500,00	R27 500,00
	(b) Handling costs and profit in respect of subitem B12.01(a)	%	60 000,00		
B12.02	Provision for cost of attending Steering Committee meetings				
	a) Provisional sum for the payment of PSC members at R250/month	Prov Sum	1,00	10000,00	R10 000,00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	10 000,00		
B12.03	Relocation and/or protection of services				
	(a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	1,00	15000,00	R15 000,00
	(d) Handling cost and profit in respect of sub-item B12.03(a)	%	15 000,00		
B12.04	Contract Nameboard (As per drawing)	No	1,00		
B12.05	Provision of Special engineering services				
	a) Allow a Povisional sum for Enviromental monitoring	Prov. Sum	1,00	175000,00	R175 000,00
	b) Handling cost and profit in respect of sub-item B12.05(a)	%	175 000,00		
B12.08	Provision of Pedestrin Bridges				
	a) Allow a Povisional sum for temporary pedestrian bridges Bridges,	Prov. Sum	1,00		
	b) Handling cost and profit in respect of sub-item B12.08(a)	%			
B12.09	Provision of Stream Diversion				
	a) Allow a Povisional sum for Water Diversion,	Prov. Sum	1,00	200000,00	R200 000,00
	b) Handling cost and profit in respect of sub-item B12.09(a)	%	200 000,00		
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTIT Y	RATE	AMOUNT
					TENDER
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.0 1	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1,00		
	(b) Value-related obligations	Lump Sum	1,00		
	(c) Time-related obligations	month	5,00		
	The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.				
	<u>OCCUPATIONAL HEALTH AND SAFETY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS</u>				
B13.02	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Prov Sum	1,00	150000,00	R150 000,00
B13.03	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Prov Sum	1,00	175000,00	R175 000,00
B13.04	Submission of the Health and Safety File	Prov Sum	1,00	10000,00	R10 000,00
B13.05	(a.) Provision for security guards	PC Sum	1	R 150 000	R150 000,00
	The combined total tendered for items B13.02, B13.03, B13.04 and B13.05 shall not be less than 1% of the total tendered sum, excluding VAT				
B13.06	Provision for PPE & Medicals				
	a) Provisional sum for the payment of PPE for labourers	Prov. Sum	1,00	78000,00	R78 000,00
	b) Handling costs and profit in respect of sub-item B12.06(a)	%	78 000,00		
1300	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
14,00	<u>1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14,01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	25,00		
	(c) Open concrete working floors, 150mm thick	m ²	20,00		
	(d) Roof over open concrete working floors	m ²	15,00		
	(e) Ablution units	No.	2,00		
14,02	Office and laboratory furniture:				
	(a) Chairs	No.	10,00		
	(d) Desks, complete with drawers and locks	No.	2,00		
	(f) Conference tables	No.	1,00		
B14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number :				
	(i) 220/250 volt power points	No.	1,00		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No.	1,00		
	(x) Fire extinguishers, 9,0kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	1,00		
	(xi) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	No.	1,00		
	(xiv) General - purpose steel cupboards with shelves	No.	1,00		
	(xvi) Refrigerators	No.	1,00		
	(xviii) Voltage stabilizers	No.	1,00		
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	No.	1,00		
	(2) Cost of calls and other charges	Prov. sum	1,00	6000,00	R6 000,00
	(3) Handling cost and profit in respect of subsubitem B14.03(b)(ix)(2) above	%	1,00		R0,00
1400	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			TENDER		TENDER
	AMOUNT BROUGHT FORWARD				
	(c) Items measured by area:				
	(viii) Notice boards as specified				
	(ix) White boards (1,5m x 1,0m)	m ²	2,00		
14,04	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	4,00		
14,08	The provision of water, electricity, low-pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	Lump Sum	1,00		
	(ii) Running costs	Month	5,00		
14,1	Provision of photostat facilities	Month	5,00		
1400	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
17,00	<u>1700: CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(i) Clearing and grubbing	ha	2,00		
17,02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No.	20,00		
	(b) Girth exceeding 2m up to and including 3m	No.	15,00		
17,03	Re-clearing of surfaces (on written instructions of the engineer only)	ha	1,50		
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	300,00		
17,05	Removal of existing gabions and preserve the stones for re-use	No	2,00		
1700	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
1800	<u>DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled	hr	1,00		
	(ii) Semi-skilled	hr	1,00		
	(iii) Skilled	hr	1,00		
B18.02	Foreman	hr	1,00		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	hr	1,00		
	(ii) 5,1 - 10 ton	hr	1,00		
B18.04	Loader (0,5m³)	hr	1,00		
B18.05	Grader (CAT 140G or similar)	hr			
B18.06	LDV	hr	1,00		
B18.07	Compaction Rollers:				
	(i) Vibrator roller	hr	1,00		
	(ii) Tamping roller	hr	1,00		
B18.08	Hand Controlled Compactors				
	(i) Pedestrian roller (Bomag BW90 or similar)	hr	1,00		
	(ii) Vibratory plate	hr	1,00		
1800	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
2100	<u>STORMWATER CHANNEL</u>				
21.01	Excavating for channel				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1m	m³	5 625,00		
	(ii) Exceeding 1m up to 1,5m	m³	60,00		
	(b) Extra over subitem 21.01(a) for excavation in hard material irrespective of depth	m³	180,00		
B21.15	Overhaul for material hauled in excess of 1km freehaul(Normal overhaul)	m³km	6 600,00		
2100	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
	PREFABRICATED PEDESTRIAN BRIDGES (Ref DWG S-15-2024-25-07)				
B22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level: up to 1m				
	(i) Excavate for reinforced-concrete bridge footings in all suitable ground, including trimming and preparation of founding surfaces, disposal of surplus material and keeping excavations free of water.	m³	9,60		
	(b) Extra over subitem 22.01(a) for excavation in hard material irrespective of depth	m³	3,60		
B22.02	Reinforcement				
	Reinforcement to reinforced-concrete footings and stub columns, including cutting, bending, fixing and tying. Reinforcement diameter and spacing to structural Engineer's design.	t	0,10		
B22.03	Concrete				
	(a) Concrete for 4 of 1900 × 800 × 250 mm reinforced-concrete footings, including formwork, placing, compacting and curing.	m³	1,52		
	(b) Placing of concrete for 8 of 300 × 300 mm reinforced-concrete stub columns supporting steel bridge structure, including formwork and concrete.	m³	0,22		
	(c) Grouting beneath steel base plates using approved non-shrink structural grout, including preparation and finishing.	m³	0,38		
B22.04	Backfilling:				
	(a) Using the excavated material	m³	3,84		
B22.05	Installation of prefabricated steel pedestrian bridge				
	Supply, fabricate, deliver and erect the complete structural steelwork for the pedestrian bridge, comprising the 100 × 3.0 CHS main tubular truss members, 32 × 3.0 CHS internal members, 76 × 3.0 SHS intermediate floor beams and 100 × 4.0 SHS longitudinal floor members, including all gusset plates, connection plates, stiffeners, brackets, base plates and miscellaneous steelwork; Grade 300W structural steel; complete with all cutting, drilling, profiling, welding, bolted connections, Grade 8.8 bolts, anchor bolts/chemical anchors, transport, lifting, erection and fixing to reinforced-concrete supports, all in accordance with the Engineer's drawings, approved shop drawings and supporting calculations. Fabrication and erection shall comply with SABS 1200, welding with SABS 044. (Ref DWG S-15-2024-25-07)	No	2,00		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
51,00	<u>5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION</u>				
51	5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
51.01.	Stone pitching:				
	(b) Grouted stone pitching	m ²	7 125,00		
51,04	Concrete edge beams of:				
	(a) Class 25/19 cast in-situ concrete	m ³	60,00		
5100	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
52	<u>GABIONS</u>				
	5200: GABIONS				
52,01	Foundation trench excavation and backfilling:				
	(b) In all other classes of material	m ³	375,00		
52,02	Surface preparation for bedding the gabions	m ²	150,00		
	(d) Using the imported Rockfill material	m ³	300,00		
	(e) Using commercial material	m ³	150,00		
B52.03	Gabions:				
	material				
	Mesh size: 80mm x 100mm				
	Wire diameter: 2,7mm				
	Diaphragm spacing: 1,0m				
	(i) 2m(L) x 1m(W) x 1m(D)	m ³	150,00		
	(ii) 2m x 0.3m x 0.3m	m ³	13,50		
	(c) Galvanized gabion mattresses:				
	Mesh size: 80mm x 100mm				
	Wire diameter: 2,5mm				
	Diaphragm spacing: 1,0m				
	(i) 6m(L) x 2m(W) x 0.3m(D)	m ³	30,00		
52,04	Filter fabric:				
	(a) Grade U24 or approved equivalent	m ²	6 750,00		
5200	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
					TENDER
81,00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
81,02	Other special tests requested by the engineer				
	(a) Cost of testing	Prov. Sum	1,00	50000,00	R50 000,00
	(b) Handling costs and profits in respect of subitems B81.02(a)	%	50 000,00		
8100	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
				TENDER	TENDER
C	<u>PROVSION OF STRUCTURED TRAINING</u>				
C12.05	Contractor's general obligations in respect of Training using CETA Accredited Traininers				
	(a) Generic skills	Prov Sum	100 000,00	1,00	R100 000,00
	(b) Engineering skills	Prov Sum	20 000,00	1,00	R20 000,00
	Handling cost , profit and all other charges in respect of sub-item 12.05 (a) & (b) above	%		120 000,00	
C	TOTAL CARRIED TO SUMMARY				

C2.3 SUMMARY OF SCHEDULE OF QUANTITIES

CONSTRUCTION OF 2X STEEL PREFABRICATED PEDESTRIAN BRIDGES IN WARD 2/5		AMOUNT
SECTION	DESCRIPTION	TENDER
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES & LABORATORIES	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	STORMWATER CHANNEL	
2200	PREFABRICATED PEDESTRIAN BRIDGES	
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
8100	TESTING MATERIALS AND WORKMANSHIP	
Schedule C	STRUCTURED TRAINING	
TOTAL SCHEDULE A: (CARRIED TO CALCULATION OF TENDER SUM)		

**NANCEFIELD STORMWATER CHANNEL AND CONSTRUCTION OF 2X STEEL PREFABRICATED PEDESTRIAN
BRIDGES IN WARD 2/5**

CALCULATION OF TENDER SUM

ITEM	AMOUNT
TOTAL SCHEDULE A: STORM-WATER CHANNEL	
TOTAL SCHEDULE B: STRUCTURED TRAINING	
TENDER (CONTRACT) SUM	
CONTINGENCIES (10%)	
SUB-TOTAL	
ADD 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE	

SIGNED ON BEHALF OF TENDERER:

DATE:

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	C.71
C3.2	ENGINEERING.....	C.76
C3.3	PROCUREMENT	C.77
C3.4	CONSTRUCTION	C.84
C3.5	CONTRACT MANAGEMENT	C.152

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

✓ **Project Objectives**

The Employer's objective is to deliver public infrastructure through labour-intensive construction methods in accordance with the requirements of the Expanded Public Works Programme (EPWP) Guidelines. The project entails the construction of an access bridge to improve connectivity between isolated settlements and neighbouring communities, thereby enhancing access to essential services, economic opportunities, and social amenities.

The implementation of the project shall maximise the use of local labour and resources, with a focus on creating sustainable employment opportunities for local residents during the construction period. In addition, the project seeks to promote the participation and development of local contractors, emerging enterprises, and Small, Medium and Micro Enterprises (SMMEs). The project shall be planned and executed to optimise EPWP employment targets and sector-specific quotas.

✓ **Labour-Intensive Works**

All labour-intensive works shall be undertaken in accordance with EPWP principles and guidelines. The Contractor shall employ local workers on a temporary basis for the execution of labour-intensive activities as defined within this Scope of Work. Preference shall be given to eligible members of the local community in accordance with the project's recruitment procedures and EPWP requirements.

✓ **Labour-Intensive Competencies of Supervisory and Management Staff**

To ensure effective implementation of labour-intensive construction methods, the Contractor shall appoint suitably qualified supervisory and management personnel who possess recognised competencies in labour-intensive construction processes. At a minimum:

- Foremen and Supervisors shall have successfully completed the relevant skills programme leading to the National Qualifications Framework (NQF) qualification: **National Certificate: Supervision of Civil Engineering Construction Processes**, or an equivalent qualification recognised by the Quality Council for Trades and Occupations (QCTO).
- Site Agents and Site Managers shall have successfully completed the NQF Level 4 qualification: **Manage Labour-Intensive Construction Processes**, or an equivalent QCTO-recognised qualification.

Documentary proof of qualifications and competency shall be submitted to the Employer for verification prior to commencement of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.1.2 Overview of Works

The successful service providers (contractor) shall execute and not be limited to the following:

- Site clearance
- Demolition of existing concrete slab
- Earthworks
- Construction of 1.7km trapezoidal stormwater channel (Stone pitching) width 5.5 m and 7.5m top width.
- Fabrication and installation of 2 pedestrian bridges (including foundation and concrete works)

C3.1.3 Extent of Works

The main components of the works are summarised as follow;

- (a) Site establishment
- (b) Setting out of the works
- (c) Clearing and grubbing
- (d) Earthworks
- (e) Installation of two pedestrian bridges
- (f) Site cleaning
- (g) Site de-establishment

The description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.1.4 Location of the Works

The project is located at Freedom Park township, which is approximately 10km South East of Musina Town CBD within the jurisdiction of Musina Local Municipality, in the Vhembe District Municipality of Limpopo Province. The project co-ordinates are as tabled.

Project Co-ordinates		
Description	Longitude	Latitude
Pedestrian bridge 1	22°20'12.59"S	30° 1'6.66"E
Pedestrian bridge 2	22°20'5.30"S	30° 1'19.69"E

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.1.5 Temporary Works

The Contractor is to set up a site office for his use as well as for the Employer's Agent's use. The contractor shall submit proposals relating to the site offices and infrastructure to Employer's Agent for approval. The site office to meet the relevant sanitation requirements.

At the end of construction, the temporary works to be dismantled and the site restored as far as possible to what it is.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.3 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the Employer's Agent.

Any information in the possession of the contractor, which the resident Employer's Agent requires to complete the as-built drawings, shall be supplied to the resident Employer's Agent before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts Tendered for the various items of work for which these services are required.

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts Tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

C3.1.7.2 Applicable labour laws

Sectorial determination 2: **Civil engineering sector**

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

C3.2 ENGINEERING

C3.2.1 Design

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works, s/he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.3 PROCUREMENT

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 continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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.

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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:

- 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE

Contractor is expected to train some local labourers during execution of the works.

C3.3.5 ACCREDITED TRAINING AND ATTENDANCE

Accredited training to be performed by accredited trainer.

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 not attaining the prescribed CPG's will be applied and doubled.

C3.3.7 MEASUREMENT AND PAYMENT

ITEM UNIT

C3.3.6 Penalties

b) Targeted Labourpercentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

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:

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

Where

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- D = tendered Contract Participation Goal percentage
- Do = the Contract Participation Goal which the Engineer based on
the credits passed, certifies as being achieved upon completion
of the Contract
- N_A = Net Amount (Contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand

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.
- (d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

C3.4.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.4.2.3 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.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

EPWP Special Project Specification

• **Labour-Intensive Construction Requirements**

As far as is economically feasible, all works shall be executed using Labour-Intensive Construction (LIC) methods. In addition to the conventional building and allied works that will be undertaken through the employment of skilled and unskilled labour, all activities identified in the *Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)* shall be carried out using labour-intensive construction methods.

The Contractor shall maximize the use of local labour resources while maintaining the required standards of quality, safety, and productivity. Labour-intensive methods shall be applied wherever technically and economically viable, in accordance with the EPWP guidelines and project specifications.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

• Employer's Objectives

The Employer's objectives are to:

- ✓ Deliver public infrastructure through the application of labour-intensive construction methods.
- ✓ Create sustainable employment opportunities, particularly for local communities.
- ✓ Promote skills development and capacity building among workers employed on the project.
- ✓ Support the objectives of the Expanded Public Works Programme (EPWP) through increased labour absorption.
- ✓ Achieve value for money while maintaining the required quality standards and ensuring timely project delivery.
- ✓ Contribute to local economic development through the utilization of local labour and resources where appropriate.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

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

Requirements for the sourcing and engagement of labour.

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

The minimum rate of pay set for the EPWP is R per task or per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.
- d) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

Wage Dispute (Contractor default to pay participants)

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

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

Provision of Hand tools

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

Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

Specific provisions pertaining to SANS 1914-5

Definitions

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

- Contract participation goals
- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- Terms and conditions for the engagement of targeted labour

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

- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

Training of targeted labour

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for **5 Month** or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.
- Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

SCOPE

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

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

PRECEDENCE

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

HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

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

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Table 1: Consistency of materials when profiled

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

TRENCH EXCAVATION

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

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

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

SHAPING

All shaping shall be undertaken by hand.

LOADING

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

HAUL

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

<u>SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS</u>	C.95
<u>SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>	C.106
<u>SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>	C.107
<u>SECTION 1500 : ACCOMMODATION OF TRAFFIC</u>	C.109
<u>SECTION 1700 : CLEARING AND GRUBBING</u>	C.113
<u>SECTION 1800 : DAYWORK SCHEDULE</u>	C.114
<u>SECTION 1900 : MECHANICAL SAW CUTTING</u>	C.117
<u>SECTION 2100 : DRAINS</u>	C.118
<u>SECTION 2200 : PREFABRICATED CULVERTS</u>	C.119
<u>SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS</u>	C.124
<u>SECTION 3100 : BORROW MATERIALS</u>	C.125
<u>SECTION 3200 : SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u>	C.127
<u>SECTION 3300 : MASS EARTHWORKS</u>	C.128
<u>SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL</u>	C.130
<u>SECTION 5200 : GABIONS</u>	C.130
<u>SECTION 5600 : ROAD SIGNS</u>	C.134
<u>SECTION 5700 : ROAD MARKINGS</u>	C.136

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“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.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. 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 THE WORK AND PROTECTION OF BEACONS

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

(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:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) 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
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

after payment has been made in respect of materials on site.”

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE
CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS
COMMENCED**

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

B1222 USE OF EXPLOSIVES

Add the following subclause:

"(h) 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."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"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."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

"Where reference is made in this specification or the standard specifications to the cement specifications, eg. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Add the following new clauses:

“B1230: IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

(b) Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

B1231 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 _____ (insert time) and _____ (insert time) and at other times as the need arises. His normal working day will extend from _____ (insert time) in the morning until _____ (insert time) in the afternoon.
- (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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

(xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill 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 and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined Employer with a minimum salary of R **6500.00** per month.

(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 **Five Months** basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 8 of the General Conditions of Contract **2015, 3rd edition**, 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 consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general 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.

B1233 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 Bill of Quantities.

Add the following clause:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B12.35 MEASUREMENT AND PAYMENT

Add the following items:

“ITEM” **UNIT**

B12.01 Excavation

Excavating material within the following depth ranges below ground level for the exposing of/or searching for services

- | | | |
|-----|---|-------------------------------|
| (a) | 0m to 2m | |
| | (i) soft material | cubic metre (m ³) |
| | (ii) hard material | cubic metre (m ³) |
| (b) | Extra over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted | |
| | (i) soft material | cubic metre (m ³) |
| | (ii) hard material | cubic metre (m ³) |

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

ITEM **UNIT**

B12.02 Backfilling

- | | | |
|-----|----------------------------------|-------------------------------|
| (a) | Using the excavated material | cubic metre (m ³) |
| (b) | Using imported selected material | cubic metre (m ³) |

Measurement and payment shall be as specified for item 22.02 in the standard specifications.

ITEM **UNIT**

- | | | |
|--------|---|-----------------|
| B12.03 | (a) Allow a provisional sum for existing services to be relocated and/or protected as ordered by the engineer | provisional sum |
| | (b) Handling costs and profit in respect of sub item B12.03(a) above | percentage (%) |

Measurement and payment shall be in accordance with the general conditions of contract.”

ITEM **UNIT**

B12.04 Provision for a Community Liaison Officer

- | | | |
|----|--|-----------------|
| a) | Provisional sum for the payment of the Community Liaison Officer | Provisional Sum |
| b) | Handling costs and profit in respect of sub-item B12.04(a) | Percentage (%) |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

ITEM			UNIT
B12.05	(a)	Mine Health and Safety obligations	Month
	(b)	Special information signs	Prime Cost Sum (PC Sum)
	(c)	Provision of security guards	Prime Cost Sum (PC Sum)
	(d)	Handling cost and profit in respect of sub-item B12.05(b) and (c)	Percentage (%)

Payment of the rate per month for sub-item B12.05(a) shall include full compensation for all the contractors’ obligations relevant to the Mine Health and Safety Act.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

"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 shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

B1303 PAYMENT

ITEM	UNIT
B13.01 The contractor's general obligations	(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S
SITE PERSONNEL**

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

"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 new sub-sub-clause:

"(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones."

B1403 HOUSING

(c) Rented accommodation

Add the following:

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer."

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

ITEM	UNIT
B1403 (b) (ix)	Number (No)
1. Provision of cellular telephones 2. Provisional sum for the costs of cellular calls and other charges	Provisional sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

3. Handling cost and profit in respect of
sub-item B14.03(b)(ix) 2 Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer's site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider."

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the engineers site staff of the supplied cellular telephones."

ITEM

UNIT

B14.11 Provision and erection of security fencing (Including gate) metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(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

(vi) 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 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. 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 subclauses:

“(j) Handing over the site

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

(k) Use of explosives in close proximity of temporary deviations

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

(l) Land taken up for deviations

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

“(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer."

(c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It 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 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer."

(e) Warning devices

Add the following:

"It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the engineer's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

"Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

B1517 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 B 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

B1518 MEASUREMENT AND PAYMENT

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

Renumber item 15.03 as B15.03

Add the following sub-item:

“ITEM		UNIT
--------------	--	-------------

B15.03	Temporary traffic control facilities	
---------------	---	--

(n)	Provision of high visibility safety jackets and safety hats	number (No)
-----	---	-------------

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.

Add the following items:

“ITEM		UNIT
--------------	--	-------------

B15.14	Allow provisional sum for:	
---------------	-----------------------------------	--

(a)	repair of damaged temporary road signs and delineators	provisional sum
-----	--	-----------------

(b)	replacement of damaged temporary road signs and delineators	provisional sum
-----	---	-----------------

The provisional sums allowed under sub-items (a) and (b) shall be expended on a daywork basis in terms of the provisions of the general 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

ITEM	UNIT
B15.15 Prime cost sum for:	
(a) Compensation to landowners for land taken up by deviations	prime cost (PC) sum
(b) Handling cost and profit in respect of sub-item B15.15(a) above	percentage (%)

The prime cost sum shall be expended in accordance with the provisions of the general 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 item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor."

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

"Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as "temporary stockpiling of topsoil" or "unsuitable roadbed material" or "cut to spoil" whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200"

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM	UNIT
B17.01 Clearing and grubbing of:	
a) Normal areas:	
i) Within the road reserve	hectare (ha)
ii) In borrow pits	hectare (ha)
b) Existing fill embankments with Slopes steeper than 1:4	hectare (ha)

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical : horizontal), payment shall be made under item B17.01.”

SECTION 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

Add the following:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Compaction Rollers:	
	(i) Vibrator roller	Hour(h)
	(ii) Tamping roller	Hour (h)
	(iii) Grid roller	Hour(h)
B18.08	Hand Controlled Compactors	
	(i) Pedestrian roller (Bomag BW90)	Hour(h)
	(ii) Vibratory plate	Hour(h)
	(iii) Rammers	Hour(h)
B18.09	Water truck (min 10000 l)	Hour(h)
B18.10	Dozer (D7 or similar)	Hour(h)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

SECTION 1900 : MECHANICAL SAW CUTTING

Note: This is a new section added to the Standard Specifications.

Add the following section:

B1901 SCOPE

This section covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B1902 PLANT

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skilled operators shall be required for operating the sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

B1903 PREPARATION PRIOR TO SAW CUTTING

Before saw cutting may commence the cut line shall be accurately pre-marked to the specified dimensions in terms of the drawings or as instructed by the engineer.

B1904 CONSTRUCTION TOLERANCES

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

The maximum deviation from the specified line shall not be more than 5mm.

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 25mm".

B1905 MEASUREMENT AND PAYMENT

ITEM	UNIT
B19.01 Establishment of suitable saw cutting machine on site	number (No.)

The unit of measurement shall be the number of saw cutting machines provided on the instruction of the engineer.

The tendered rate shall include full compensation for the provision of the saw cutting machine including transport to and from the site. No payment shall be made for providing substitute saw cutting machines for machines that have broken down. No payment shall be made for standing time of saw cutting machines and at least one saw cutting machine shall be available on the site when such a machine is required on site. Payment shall only be made once for the establishment of the saw cutting machine on site irrespective of any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

discontinuity in the application of the saw cutting machine on site.

ITEM	UNIT
B19.02	Saw cutting of in situ materials (type of material and depth of saw cut indicated) metre (m)
The unit of measurement shall be the metre of material cut with the saw cutting machine for each type of material and depth of saw cut. The tendered rate shall include full compensation for the saw cutting of the materials as directed as well as for all plant, labour, fuel and other incidentals necessary.”	

SECTION 2100 : DRAINS

B2103 BANKS AND DYKES

Add the following:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

(ii) Synthetic-fibre filter fabric

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

B2107 MEASUREMENT AND PAYMENT

Change item 21.09 to read as follows:

ITEM	UNIT
B21.09	Polyethylene sheeting, 0,25mm thick, or similar approved material, for lining subsoil draining systems square metre (m²)
Measurement and payment shall be as specified for item 21.09 in the standard specifications.” Add the following new items:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

“ITEM **UNIT**

**B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil
drainage systems. Mesh 10mm x 2,5mm wire diameter** Number (No)

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

ITEM **UNIT**

B21.21 Subsoil drainage markers Number (No)

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary”.

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B2204 CONSTRUCTION METHODS

Add the following:

"In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in-situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

"(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B2210 (b)(i) Cast in situ invert slabs

Replace with the following:

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face).

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

Delete subclause B.2210(b)(ii) : "Prefabricated floor slabs."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the engineer."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

"The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish."

(h) Prefabricated inlet and outlet structures

Add the following:

"The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section."

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B2218 MEASUREMENTS AND PAYMENT

Add the following:

"ITEM	UNIT
B22.01 (c) Extra over sub item B22.01(a) for excavation by hand using hand tool	cubic metre (m ³)

Measurement shall be as specified for pay item 22.01 of the standard specifications.

The tendered rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

ITEM	UNIT
B22.07 (f) Formwork for joints in cast in situ concrete invert slabs	
(i) Transverse construction joints (type indicated)	square metre (m ²)
(ii) Longitudinal joints (as per drawing)	metre (m)

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

"ITEM	UNIT
B22.29 Tie bars for joining in situ concrete invert slabs to inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)	Number (No.)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The tendered rate shall include full compensation for supply and installation of the tie bars.

ITEM UNIT

- B22.30 a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated) cubic metre (m³)
- b) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate) cubic metre (m³)

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The tendered rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM UNIT

B22.31 Dewatering and keeping dry of culvert excavations

The unit of measurement shall be the number of culverts constructed. The tendered rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

- (i) 80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.
- (ii) Remaining 20% of the payment shall be made after the wingwalls have been constructed and backfilled.

ITEM UNIT

B22.32 Cutting of concrete pipes

- a) Diameter indicated Number (No.)

The unit of measurement shall be the number of pipes that have been cut. The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid.

Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

**SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND
DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**

B2301 SCOPE

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

- Type A : In situ concrete channel, 0,8m wide on fills
- Type B : Precast concrete kerbing, semi-mountable (SABS 927-1969)
- Type C : In situ concrete kerbing at intersections
- Edge beam : In situ concrete kerbing at farm access and bus stops
- Type E, F1 & F2 : In situ concrete “V”-shaped channels in side drains and open drains.”

B2302 MATERIAL

Add the following new subclauses:

(e) Metal pipes

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new subclauses:

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channelling adjoin the bituminous surface of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

responsibility and entirely at his own expenses."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

(f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

Add the following new subclause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor's own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM

UNIT

B31.01 Excess overburden:

(a) Depth up to and including 0,5m cubic meter (m³)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

(b) Depth exceeding 0,5m and up to 1,0m cubic meter (m³)

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

"ITEM

UNIT

B31.04 Compensation to landowners:

(a) Prime cost sum for compensation to landowners prime cost (PC) sum

(b) Handling cost and profit in respect of sub-item
B31.04(a) above percentage (%)

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the general 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 is an extra over percentage on the amount actually spent under sub-item B31.04(a) which shall include full compensation for the handling costs and profit of the contractor."

**SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL
FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND
PLACING AND COMPACTING THE GRAVEL LAYERS**

B3204 BREAKING-DOWN THE MATERIAL

**(a) Initial breaking-down of the material in cuttings, borrow pits and existing
pavement layers**

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

(b) Further breaking-down of pavement material

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES
IN EXCESS OF 200mm AFTER COMPACTION**

Add the following new subclause:

(d) Pioneer layer

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings.”

B3308 FINISHING THE SLOPES

(d) General

Add the following:

“Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

“ITEM	UNIT
B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m ³)

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the engineer for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

"The normal crossfall of the road wearing course where the road is in a straight horizontal alignment, is specified as 2% as shown on the drawings.

At any cross-section the measured crossfall between any two points shall at least be 2,0% and not more than 2%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

(f) Surface regularity

Add the following:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

SECTION 5200 : GABIONS

B5201 SCOPE

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

- “(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.”

B5205 MEASUREMENT AND PAYMENT

Add the following new items:

“ITEM UNIT

B52.05 Removal and dismantling of existing damaged gabions Cubic metre (m³)

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

The tendered rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The tendered rate shall further include for the disposal of unsuitable material.

ITEM UNIT

B52.06 Gabions constructed from re-usable materials

a) Galvanised gabion boxes:

(i) 4m x 1m x 1m Cubic metre (m³)

(ii) 3m x 1m x 1m Cubic metre (m³)

(iii) 2m x 1m x 1m Cubic metre (m³)

b) Galvanised gabion mattresses

(i) 0.3m Deep Cubic metre (m³)

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The tendered rate shall include full compensation for using the existing wire cages and rock fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

SECTION 5600 : ROAD SIGNS

B5601 SCOPE

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) EPWP Branded Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

(a) (ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

ITEM

UNIT

B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

Add the following pay items:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

“ITEM” **UNIT**

B56.10 Danger plates at culverts/structures

(a) Type A at stormwater culverts (size indicated) number (No.)

(b) Type B at bridges (size indicated) number (No.)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

“ITEM” **UNIT**

B56.11 Replace marker boards on existing kilometre posts number (No)

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometer posts in accordance with the drawings.

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified.”

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

SECTION 5700: ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

B5707 APPLYING THE PAINT

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

**C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
REGULATIONS**

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY
SPECIFICATION**

CONTENTS

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Musina Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Musina Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Musina Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Musina Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Musina Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Musina Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Musina Local Municipality. Any changes in appointees or appointments must be communicated to Musina Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Musina Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Musina Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- * Asbestos Demolition & Stripping Register
- * Batch Plant Inspections
- * Construction Vehicles & Mobile Plant Inspections by Controller
- * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
- * Demolition Inspection Register
- * Designer's Inspection of Structures Record
- * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- * Excavations Inspection
- * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- * Fall Protection Inspection Register
- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- * Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Musina Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Musina Local Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Musina Local Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

- (ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

- (iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor will be required to do Site Safety Walks with Musina Local Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Musina Local Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Musina Local Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Musina Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Musina Local Municipality:

Musina Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Musina Local Municipality on all Audits and Inspections and may conduct his/her own

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

* machinery ran out of control

to Musina Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days(Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Musina Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide Musina Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Musina Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Musina Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Musina Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.))

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Musina Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.4.3.1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item**Unit**

**C1.2 Contractor's time related obligations in respect
of the Occupational Health and Safety Act and
Construction Regulations**

Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **C1.1** has been made.

Item**Unit**

C1.3 Submission of the Health and Safety File

Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C3.5 CONTRACT MANAGEMENT**C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C4: SITE INFORMATION (GREEN PAGES)

C4.1 LOCALITY PLANC.154

C4.2 SITE INFORMATION.....C.154

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

C4.1 LOCALITY PLAN

1.1 Location

The project is located at Freedom Park township, which is approximately 10km South East of Musina Town CBD within the jurisdiction of Musina Local Municipality, in the Vhembe District Municipality of Limpopo Province. The project co-ordinates are as tabled.

Project Co-ordinates		
Description	Longitude	Latitude
Pedestrian bridge 1	22°20'12.59"S	30° 1'6.66"E
Pedestrian bridge 2	22°20'5.30"S	30° 1'19.69"E

1.2 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.3 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

C4.2 SITE INFORMATION

1.1 Records and Test Results

1.1.1 Geotechnical report
Available on request.

1.1.2 Subsoil records
No information available.

1.1.3 Borehole records
N/A

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

1.2 Reports on Physical Conditions

1.2.1 Mapping

N/A

1.2.2 Hydrographic data

N/A

1.2.3 Hydrological information

N/A

1.3 Publicly available Information

1.3.1 Published papers and interpretation of geotechnical information

N/A

1.4 Information about services below the surface of the site

1.4.1 Water

There are existing underground water pipelines on the site vicinity, the contractor must be cautious when executing the works to avoid unnecessary damages,
Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

1.4.2 Sewage

There are existing underground sewer pipelines on the site vicinity, the contractor must be cautious when executing the works to avoid unnecessary damages,
Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

1.4.3 Electricity

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

1.4.4 Gas

Available within the town.

1.4.5 Communications

Available within the town.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

1.5 Information about adjacent main infrastructure

1.5.1 Buildings

Unavailable.

1.5.2 Structures

The structures will be the guardhouses.

1.5.3 Internal Roads

Available

1.5.4 Restrictions for Heavy Loads

N/A

1.6 Atmospheric criteria

Unavailable.

1.7 Environmental criteria

A copy of the Environmental Management Plan is available on request.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PART C5: ANNEXURES (WHITE PAGES)

C5.1 PRO-FORMA DOCUMENTS (*WHITE PAGES*)C.158

C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE
 INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS
 PROGRAMME (EPWP)C.171

C5.3 OCCUPATIONAL HEALTH AND SAFETY POLICY.....C.198

C5.4 TENDER DRAWINGSC.213

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C5.1 PRO-FORMA DOCUMENTS (*White Pages*)

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PRO-FORMA.....	C.159
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT.....	C.161
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	C.164
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.165
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	C.166
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	C.167
C5.1.7	FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT	C.168
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....	C.169

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C5.1.1 RETENTION MONEY GUARANTEE PRO-FORMA

EXAMPLE

Musina Local Municipality

Private Bag x 611

Musina

Notes to Tenderer

1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT No.: 08-2026/27

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL
AND PEDESTRIAN BRIDGE IN FREEDOM PARK TENDER NO: 08-2026/27**

The guarantee is issued on behalf of

Registration No

.....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time-to-time demand from us, immediately upon receipt of a written demand from you.

1 Each demand shall be in writing and delivered to us at
.....such other address as we shall in writing notify to you.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to.....
(R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at.....for and on behalf
of.....
on this the day of in the year

GUARANTOR:

AS WITNESS:

1..... 2.....

.....

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. : Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123):
Construction of rural roads) and follow this with the work carried out (eg.
construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the
main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value
of the work carried out by you.

8. Declaration

I,.....
....., being duly authorised to sign on behalf of the firm, affirm that
the PDI equity in this business is as stated above and that the
information furnished is true and correct.

Signature

Name (print).....

Date.....

Signed on behalf of (print name).....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Address

.....

Telephone no.....

Commissioner of Oath

Date.....

Note: In the case of a Company a certificate of authority for signatory must be provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MA LE	FEMA LE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Employer's Agent (EN)								
		Admin (AD)								
		Others (O)								
TOTALS										
GRAND TOTALS										

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF				
POSITION HELD (e.g Site Agent)	NAME	PDI	NON-PDI	TOTAL
TOTALS				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO......

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES		CERTIFICATES AWARDED		TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO......

REPORT ON ENTREPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.7 FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT

CONTRACT NO......

REPORT ON EMPLOYER'S AGENTING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

EXAMPLE

C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF _____						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF _____						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE
INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS
PROGRAMME (EPWP)**

TABLE OF CONTENTS

FOREWORD

TERMINOLOGY

ABBREVIATIONS

1 INTRODUCTION

2 RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

2.2 Setting of rate of pay

2.3 Appointment of consulting Employer's Agents and contractors

3 Contract Documentation for Consulting Employer's Agents and Contractors for Labour-intensive construction projects

3.1 General

3.2 Contract Documentation for Consulting Employer's Agenting Services

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

3.3.2 Conditions of contract

3.3.3 Scope of work

3.3.4 Schedules of quantities

4 DESIGN CHECKLIST

Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). Former President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction of projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting Employer's Agents and contractors. These sections

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting Employer's Agents, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour-Intensive Contractor Learnership Programme

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA: Construction Education and Training Authority

CIDB: Construction Industry Development Board

ECSA: Employer's Agenting Council of South Africa

EPWP: Expanded Public Works Programme

FIDIC: French acronym for the International Federation of Consulting Employer's Agents

NEC: New Employer's Agenting Contract

NQF: National Qualifications Framework

SANS: South African National Standard

SPWP: Special Public Works Programme

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

1 INTRODUCTION

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However, these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

2. RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour-Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.

2.3 Appointment of consulting Employer's Agents and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

**3 CONTRACT DOCUMENTATION FOR CONSULTING EMPLOYER'S AGENTS
AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS**

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour-based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

form of contract.

3.2 Contract Documentation for Consulting Employer's Agenting Services

The scope of work must establish the manner in which the consultant is to provide the consulting Employer's Agenting services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Employer's Agent:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Employer's Agenting Professions Act published by the Employer's Agenting Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.
5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
 7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Client for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Information to be submitted with the tender

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (Employer's Agent / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

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.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

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.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or 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-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 25 MONTHS in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes 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
 - (c) for more than eight hours 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.
- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

9 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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 Diseases Act.

10 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 her 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; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- (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.

11 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 parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 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.

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

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

13 Keeping Records

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- (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.

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

14 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 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

15 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.

16 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 any 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.

17 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 a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

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

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after 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.

19 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;
- (g) any other information agreed on by the employer and worker.

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

		Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)			
EMPLOYMENT OF UNSKILLED ANDSEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS 1.1 Requirements for the sourcing and engagement of labour. 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. 1.1.2 The rate of pay set for the SPWP is R per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines) 1.1.3 Tasks established by the contractor must be such that: a) the average worker completes 5 tasks per week in 40 hours or less; and b) the weakest worker completes 5 tasks per week in 55 hours or less.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of

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

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.3 Contract participation goals

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

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

1.2.4 Terms and conditions for the engagement of targeted labour

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

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

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

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4. must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

Scope

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

- a) trenches having a depth of less than 1.5 metres

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

- b) stormwater drainage
- c) low-volume roads and sidewalks

Precedence

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

Hand excavatable material

Hand excavatable material is material:

a) granular materials:

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

b) cohesive materials:

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

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

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

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to	Soft	Easily dented by thumb; sharp

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	penetration by sharp end of a geological pick.		end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

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

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it	Sum	(insert provisional		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

	is not possible to undertake the training in close proximity to the site. (Provisional sum)		sum)		
--	---	--	------	--	--

4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist Employer's Agenting input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

structures.

11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C5.3 OCCUPATIONAL HEALTH AND SAFETY POLICY

OCCUPATIONAL HEALTH AND SAFETY POLICY

i. ACRONYMS AND ABBREVIATIONS

- COIDAct Compensation of Occupational Injury and diseases Act, 1993
(Act 85 of 1993)
- IOD Injury on Duty
- OHSAct Occupational Health and Safety Act, Act 85 of 1993
- OHS/OH&S Occupational Health and Safety
- OHS Reps Occupational Health and Safety Representatives
- MLM Musina Local Municipality
- MM Municipal Manager
- MSDS Material Safety Data Sheet
- PPE Personal Protective Clothing

ii. CLARIFICATION OF TERMS

In this document, the following words shall have the following meanings unless otherwise contextually stated:

‘Accident’ means an accident arising out of and in the course of an employee’s employment and resulting in a personal injury, illness or the death of the employee.

‘Building’ includes-

- a) Any structure attached to the soil;
- b) Any building or such structure or part thereof which is in the process of being erected; or
- c) Any prefabricated building or structure not attached to the soil

‘Chief inspector’ means the officer designated under Section 27 of the OHSAct as chief inspector, and includes any officer acting as chief inspector

‘Commissioner’ means the Compensation Commissioner appointed under section 2(1)(a); (xviii) of the COIDAct

‘Compensation’ means compensation in terms of this Act and, where applicable, medical aid or payment of the cost of such medical aid

‘Compensation fund’ means the fund established by section 15; (xli) of the COIDAct

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

‘Danger’ means anything which may cause injury or damage to persons or property

‘Employee’ means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person

‘Employer’ means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act 28 of 1956)

‘Hazard’ means a source of or exposure to danger

‘Health and safety committee’ means a committee established under section 19 of the OHSAct

‘Health and safety equipment’ means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person.

‘Health and safety representative’ means a person designated in terms of section 17 (1) of the OHSAct

‘Health and safety standard’ means any standard, irrespective of whether or not it has the force of law, which, if applied for the purpose of the OHSAct, will in the opinion of the Minister promote the attainment of an object of the OHSAct

‘Healthy’ means free from illness or injury attributable to occupational causes

‘Incident’ means an incident as contemplated in section 24 (1) of the OHSAct

‘Inspector’ means a person designated under section 28 of the OHSAct

‘Medical surveillance’ means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an Occupational Medicine Practitioner

‘Minister’ means the minister of department of labour.

‘Municipality’ hereby refers to Musina Local Municipality

‘Occupational disease’ means any disease contemplated in section 65(1)(a) or (b); (ix) of the COIDAAct

‘Occupational health’ includes occupational hygiene, occupational medicine and biological monitoring

‘Occupational Health Practitioner’ means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

‘Occupational hygiene’ means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons

‘Occupational injury’ means a personal injury sustained as a result of an accident in the workplace

‘Occupational medicine’ means the prevention, diagnosis and treatment of illness, injury and adverse health effects associated with a particular type of work

‘Occupational medicine practitioner’ means a medical practitioner as defined in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine or an equivalent qualification which is recognized as such by the South African Medical and Dental Council referred to in the said Act

‘Office’ means an office as defined in section 1 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)

‘Officer’ means an officer or employee as defined in section 1 (1) of the Public Service Act, 1984 (Act No. 111 of 1984)

‘Plan’ means an assessment document developed by the OHS Committee

‘Policy’ means the OHS Policy for Musina Local Municipality

‘Reasonably practicable’ means having practicable regard to

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

‘Remuneration’ means any payment in money or in kind or both in money and in kind, made or owing to any person in pursuance of such person's employment

‘Risk’ means the probability that injury or damage will occur

‘Safe’ means free from any hazard

‘Unit’-shall mean Occupational Health and Safety Sub-Directorate

‘Work’ means work as an employee or as a self-employed person, and for such purpose an employee is deemed to be at work during the time that he is in the course of his employment, and a self-employed person is deemed to be at work during such time as he devotes to work as a self-employed person

‘Workplace’ means any premises or place where a person performs work in the course of his employment.

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

1. PREAMBLE

The need for the policy stems from the Occupational Health and Safety Act, 1993 which requires employers, including municipalities, amongst other things to develop and adopt an occupational health and safety policy.

Furthermore, this policy is intended to create a framework for decision making in respect of human resources management in as far as occupational health and safety is concerned in the Municipality.

To comply with the conditions relating to the Occupational Health and Safety Act, Act 85 of 1993 regarding the issue and control of safety equipment/protective clothing as well as to compile a policy on the issue and control of other clothing and uniforms which is not legally compulsory

The policy is intended to:

Promote and maintain the highest degree of physical, mental and social well-being of workers.

Prevent amongst workers, ill health caused by their working conditions.

Place and maintain workers in a working environment that is adapted to their individual physiological and psychological conditions.

Protect workers from factors adverse to their health.

Promote and maintain working environment that is free from harassment.

2. PURPOSE AND OBJECTIVES OF POLICY

The purpose of this policy is to serve as a guiding tool to ensure that the employer provides and maintain a healthy and safe work environment and also to enhance the health and safety of persons at work in connection with the operation of the municipality. The policy also provides for the protection of persons other than persons at work, against hazards to health and safety arising out of or in connection with the activities of persons at work.

The objectives of the policy are to:

- Guide the development of safe methods of work;
- Ensure the achievement of a safe working environment;
- Promote good health within the workforce;
- Reduce the number and severity of injuries in the workplace;
- Enhance compliance with all relevant Acts, Regulations, Standards and Codes of Practice.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

3. SCOPE AND APPLICATION

This policy applies to all employees of the municipality, its clients and all the contractors doing any kind of work for the municipality.

4. LEGAL FRAMEWORK

- The Constitution of South Africa Act No.108 of 1996
- Basic Conditions of Employments Act (Act 75 of 1997)
- Labour Relations Act (Act 66 of 1995)
- Municipal Systems Act (Act 32 of 2000)
- Municipal Finance Management Act (Act 56 of 2003)
- Locally negotiated agreements (LL F Resolutions)
- Occupational Health and Safety Act (Act 85 of 1993 + Regulations)
- Compensation for Occupational Injury and Diseases (Act 85 of 1993)
- Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No.56 of 1974) or South African Nursing Council as referred to in the Nursing Act, 1978 (Act No.50 of 1978)

5. ADMINISTRATION OF THE POLICY

The Municipal Manager or his/her delegate assignee accepts overall responsibility for the implementation and monitoring of this policy.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

6. POLICY CONTENT

6.1 OCCUPATIONAL HEALTH AND SAFETY STRUCTURES

a. Health and Safety committee

A health and safety committee must be established. The committee shall comprise of the following members.

- Members from different departments (elected health and safety reps or organized labour)
- OH&S Practitioner
- Employer representative
- OHS Reps
- First Aiders

Duties and responsibilities of the committee

- Discuss and make recommendations on common health and safety issues to the employer and all Departments
- Shall set and review Occupational health and Safety Standards
- Review the Occupational health and Safety Policy
- Shall meet quarterly
- Shall keep record of minutes and recommendations made to employer
- Discuss incidents/accidents that occurred at the workplace and recommend accordingly
- Make recommendations to the employer on matters affecting the health and safety of employees
- Note corrective actions taken by employer arising from reports received from health and safety representatives

b. Health and Safety Representatives

Election

- Every Department must elect their own health and safety representatives to represent the employees
- The Municipal Manager must appoint health and safety representatives to represent the employer in writing.
- Election shall be held every three years
- Elected employees must be able to read and write for training and reporting purpose

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27

Duties and Responsibilities of Reps:

- Make representation to the employer on general matters, affecting the health and safety of employees
- Identify potential hazards and risks to the health and safety of employees in the workplace
- Investigate complaints by employees relating to his/her health and safety at work
- Make representation or recommendations to the employer on health and safety committee matters and any matter affecting health and safety of employees
- Carry out the quarterly inspections in the working place within their scope of authority
- Participate in consultation over health and Safety with inspectors at the workplace and accompany an inspector on any inspection of the workplace
- Attend all health and safety committee meetings, which he/she is a member of.

Rights of OHS Reps

- Visit the site of an incident at all reasonable times and attend to any inspection
- Attend any investigation or formal inquiry held in terms of this Act
- In so far as it is reasonably necessary for performing his/her functions, inspect any document which the employer is required to keep in terms of the Act
- Accompany an inspector on any inspection
- With the approval of the employer be accompanied by a technical advisor on any inspection
- Participate in any internal health and safety audit

6.2 STRATEGIES

a. Risk and Hazard Management:

- The unit may establish and maintain a documented occupational health and safety system with procedures for identifying, assessing and controlling workplace hazards;

b. Consultation:

- An Occupational Health and Safety Committee comprising of employees and management representatives will be maintained to provide an effective consultative mechanism.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- Employees are able to provide input into the occupational health and safety policy and program.
 - Management will consult with contractors when planning to do any work to determine the most effective means of ensuring both parties fulfil their Occupational Health and Safety responsibilities.
- c. Occupational Health and Safety Plan:
- In order to implement the general provisions of this policy, an Occupational Health and Safety Plan will be developed and implemented.
 - Will be reviewed every 2 years unless otherwise needed to before the 2 years lapses.

6.3 RESPONSIBILITIES

a. Duties of the Employer:

- Provide and maintain as far as reasonably practicable, a safe and healthy working environment
- Assess the hazards within the workplace
- Assess all precautionary measures to effectively/mitigate any hazards or potential hazards
- Take such steps that would eliminate/mitigate the hazards
- Provide information, instruction and training as may be necessary to ensure the health and safety of employees
- Not permit an employee to perform any task without implementation of the precautionary measure, in respect of work, article, substance plant or machinery
- Take necessary measures to ensure that all employees comply with the requirements of the Act
- Enforcing measures in the interest of health and safety
- Cause all employees to be informed regarding the scope of their authority
- Ensure that all work is performed under the general supervision of a person trained to understand the hazards associated with such task and who has the authority to enforce the utilization of all precautionary measures
- Ensure that persons other than those in the employment of the municipality who may be affected directly by his /her activities are therefore not exposed to hazards

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- The Municipal Manager and Departmental Managers have the responsibility and accountability to ensure that the duties of the employer as contemplated in the Act are adhered to.
- The Municipal Manager is accountable for ensuring that all legal Occupational Health and Safety responsibilities are fulfilled. Therefore, the Municipal Manager must ensure that sufficient Occupational Health and Safety resources are made available in all operations, financial forecasts and budgets, and performance measurement and management systems as Occupational Health and Safety is an integral part of every operation and activity.
- The Municipal Manager can assign duties to any person under his control, which person shall act subject to his control and directions.
- The head of each Department shall have duties assigned to assist the Municipal Manager to ensure compliance with the act.

TAKE NOTE:

- ✓ The responsibilities of managing the Occupational Health and Safety programme can be delegated to a person/s appointed by the Municipal Manager to co-ordinate the OH&S Programme in terms of Section 16(2) of the OHS Act, without absolving the Municipal Manager of his responsibilities and accountability for overall OH & S compliance.
- ✓ The appointee will ensure total compliance with the OHS Legislation by all parties in his/her control – Employers, Employees, Committee, Contractors, Visitors, the public/community, Suppliers, Installers, and Distributors.
- ✓ Implementation of this policy and the associated program activities will be evaluated as part of their Performance Contract.

b. Duties of employees

Within the structure of duties, created by the Act, employees are burdened with duties, as the legislative body realized that by placing sole responsibility on management for compliance would not effectively implement the objectives of the legislation.

It should however be borne in mind that the duties of employees are entirely subject to the duties of management and that the prosecution will only take cognizance of an employee's shortcomings, in the event where management has complied with all duties concerned and are able to prove such compliance

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- Take reasonable care for their own health and safety and for other persons, including co-employees, visitors as well as contractors.
- To co-operate with the employer in complying with management duties
- To carry out any lawful order made in relation to health and safety
- To report all unsafe conditions to the employer
- To report incidents, including near misses to the employer
- Not to intentionally interfere with, damage or misuse any item provided in the interest of health and safety in the workplace.

a) Contractors, Sub-Contractors and Visitors:

- All visitors, contractors and sub-contractors engaged to perform work on the premises or locations of Municipality are required, as part of their contract, to comply with the Occupational Health and Safety Policies, procedures and programs and to observe directions on health and safety from designated officers of Musina Local Municipality.
- Failure to comply or observe a direction will be considered as a breach of the contract and sufficient grounds for termination of the contract.

7. HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

- Every person who manufactures, imports, sells or supplies any hazardous chemical substances for use at work, shall as far as is reasonably practicable provide the party receiving such substances, free of charge with an MSDS subject to the provision of section 10 of the OHSAct.
- This is done to ensure that the products received by the Municipality is safe and without risks when properly used and that it complies with all prescribed requirements
- All received chemicals must have the MSDS accompanying them
- If the above – mentioned information is not supplied with the delivered chemicals, such chemical/ product must not be received
- The employer must be in possession of sufficient information of any hazardous chemical substances for use at work.
- The employer/ supplier must educate the workers on how to use the chemical
- All chemicals shall be stored in a lockable store room and identified as such
- Chemicals must be stored in cool dry area and not mixed with other materials

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

**8. REPORTING, INVESTIGATING AND MANAGEMENT OF INCIDENTS/IOD'S
ACCIDENTS AND OCCUPATIONAL DISEASES**

a) REPORTING OF INCIDENTS

PROCEDURE

1. The main incident topic should be reflected in the first line
2. Details of the incident must be reflected
3. The person present at the time of the incident must make a declaration and reflect his/her rank.
4. The intervention/ responses to the incident are to be reflected.
5. Future plan to prevent the same incident should be outlined
6. The name of the person present at the time of the incident should be reflected.
7. The date and time of the incidents should be reflected
8. The department where the incident occurred must be reflected
9. The signature of the declarer, the witness and the signing place should be reflected
10. The date and time of the compilation of the incident report must be reflected at the end of the report

b) INVESTIGATION OF INCIDENT

The OHSAct requires that the above mentioned incidents should be investigated within three months. The investigation must take place as soon as is reasonably practicable.

The person to conduct the investigation is any of the following:

- The OHS practitioner/ or risk manager
- The health and safety rep of the area
- The supervisor of the section

Investigation must be discussed at the OHS Committee meetings.

The report must be signed by the chairperson of OHS committee and employer.

c) REPORTING OF INJURY ON DUTY

If an employee is injured in an accident arising out or in the course of their work, they are entitled to compensation at the discretion of the commissioner.

PROCEDURE

1. All injuries on duty must be reported to supervisor before going off duty

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2. The supervisor and injured employee must complete WCL 2 in duplicate (part A and B) with personal particulars and description of what happened. The supervisor must sign the form
3. If the supervisor refuses to fill the accident form, the worker can report the incidents to the commissioner by sending WCL 3 form directly to the commissioner.
4. The commissioner will contact the employer and instruct him/her to fill in the WCL 2 form
5. Identity document must always accompany forms
6. The attending Doctor must complete a first medical report and attach it to employer's report form for accepting liability of claim
7. The WCL 2 form must be forwarded to OHS Unit and will be entered in to a register. A copy of WCL 2 is forwarded to the commissioner.
8. The original document is forwarded to human Resource department for further management
9. Progress and final medical report will be sent by the attending doctor to the commissioner. Progress medical report is completed if the injury takes long time to heal. In the final medical report, the doctor states either that the worker is fit to go back to work or that the worker is permanently disabled. This document is sent to the employer who will send it to the commissioner.
10. When employee report for duty after leave for occupational injury and disease, resumption report must be completed by the employer. The report states when the worker returned back to work
11. The payments for any treatment must be charged to the Municipality

d) FIRST AID AFTER INCIDENT OR INJURY

1. First aid level 3 in the department renders immediate first aid on the sport
2. The OHS Practitioner and OHS Reps are informed for assistance if no first aid is available.
3. The employee is then transported to casualty department in the nearest hospital for further management

e) OCCUPATIONAL DISEASE

PROCEDURE

1. When an employee is diagnosed with an occupational disease, it must be reported to the supervisor as soon as possible

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

2. The employee must report to the OHS Unit to fill WCL 14
3. Identity document must always accompany forms
4. The employer will complete the WCL 1
5. If the employer refuses to complete the WCL 1, the employee sends the WCL 14 to the commissioner directly. The commissioner will contact the employer and instruct him or her to complete the WCL 1.
6. Documents must be forwarded to OH Unit for entering in to a register, then sent to Human Resource department for further management.

9. REFUSAL TO WORK PROCEDURE

Every employee has the right to refuse to work if he/she feels that his or her health and safety are at risk. When this situation arises the following steps must be followed.

1. Employee stop to work
2. Contact Supervisor
3. Disagree with Supervisor
4. Contact Health and Safety Representative
5. Disagree with Health and Safety Representative
6. Contact sectional /departmental Manager
7. Disagree with sectional /departmental Manager
8. Contact Occupational Health and Safety Officer.
9. OHS assessment of risk will be final.

Great care should be taken by employees not to misuse the procedure as it can lead to disciplinary actions.

10. MEDICAL SURVEILLANCE

- Baseline Medical Surveillance will be conducted on all employees
- Periodic Medical examination will be conducted on employees according to job specification
- The municipality will be liable for medical costs
- The medical examination will be conducted by the Occupational Health and Safety Officer and an Occupational Medical Practitioner
- The relevant forms will be completed and records will be kept in the office of the Occupational Health and Safety Officer
- Confidentiality will be maintained on the findings, supervisor will not be informed of the findings provided employees informed consent has been obtained.
- Feedback on the findings will be given to the employees

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- Employees that are exposed to the following shall be tested annually:
- Noise (Hearing test)
- Chemicals
- Industrial dust (Lung X-Rays and Lung Function Tests)

All medical reports shall be kept by Occupational Health and Safety and shall be treated as confidential.

11. INTOXICATION

- No person shall be permitted to enter any workplace who is or who appears to be under the influence of intoxicating liquor or drugs. In cases where employee e.g. a driver is suspected to be intoxicated, a traffic official or OMP may be called to test the person.
- Employees taking medicines shall be permitted to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health and safety of the person concerned or other at such workplace.

12. CONTRACTORS

- Any contractor doing work for Musina Local Municipality must complete a written agreement in terms of Occupational Health and Safety. Before any work can commence the Contractor must hand in a letter of good standing with the Compensation Commissioner to Occupational Health and Safety.
- Contractors that will perform any construction work as defined by the Construction Regulations shall hand in their Health and Safety Plan before commencing with their work.
- It is the responsibility of Musina Local Municipality to make sure that all contractors comply with the requirements of Occupational Health and Safety Act unless if there is an appointed agency

13. FIRE EXTINGUISHERS

- All fire extinguishers at Municipal premises should be numbered and recorded in a register.
- These fire extinguishers will be checked monthly by the Health and Safety representatives of the area.
- These fire extinguishers should be serviced annually.
- Every three years these fire extinguishers should be pressure tested by a service provider.
- The service provider should comply with the following legal requirements:
 - Valid SABS certification

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

- Valid registration at S.A.Q.C.C. Fire
- Registration at the Compensation Commissioner

Disciplinary action will be taken if fire extinguishers are misused or tampered

14. PERSONAL PROTECTIVE CLOTHING

- The employer should provide the relevant PPE to the staff free of charge
- The employer shall explain and demonstrate the correct use of PPE to staff.
- The employer shall inform all staff in his/her working area about the hazards they are exposed to.
- All Managers should identify the need of particular PPE relevant for his/her unit
- Protective equipment should be SABS approved
- Care and maintenance of PPE should be explained to staff
- PPE shall be used only for protective purposes at work, not for other purpose outside work and not for other purpose other than work which they are bought for.
- When the PPE is not in use it should be taken off until it is needed again
- New PPE will be ordered only after producing the old/torn ones.
- The PPE is changed after every three years or when the need arises.
- All employees who are issued with PPE must sign upon receipt for control purpose.
- All PPE should be labelled

15. DEFAULT

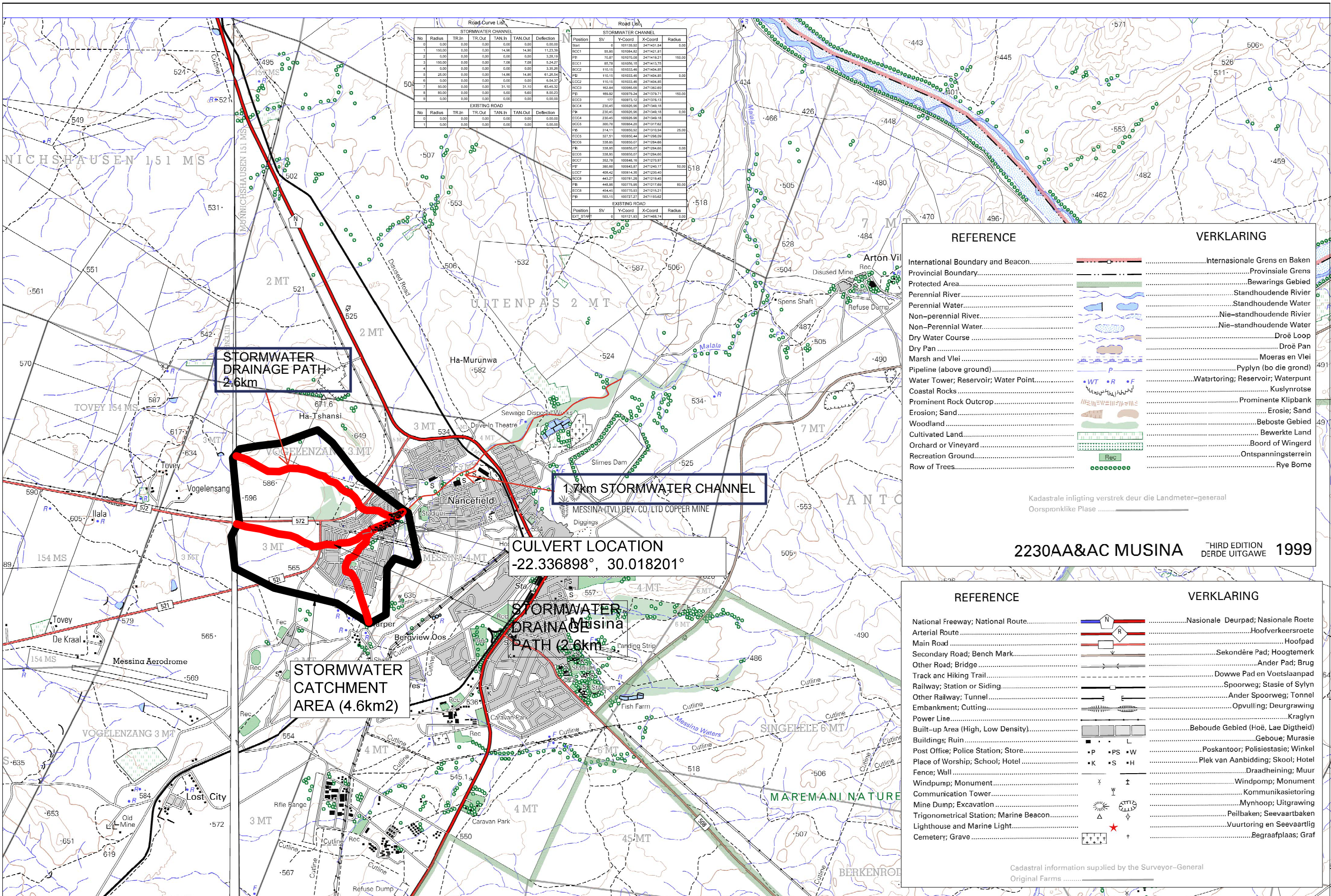
Non-compliance of any of the stipulations contained in the Policy will be viewed as misconduct and will be dealt with in terms of the Municipality's disciplinary Code.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACTOR FOR THE CONSTRUCTION OF 1.7 KM STORMWATER CHANNEL AND
PEDESTRIAN BRIDGE IN FREEDOM PARK - TENDER NO: 08-2026/27**

C5.4 TENDER DRAWINGS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Road Curve List						
No	Radius	TR.In	TR.Out	TAN.In	TAN.Out	Deflection
1	150.00	0.00	0.00	14.06	14.06	11.23.28
2	5.00	0.00	0.00	0.00	0.00	3.28.19
3	150.00	0.00	0.00	7.08	7.08	5.24.27
4	5.00	0.00	0.00	0.00	0.00	3.28.19
5	25.00	0.00	0.00	14.06	14.06	61.28.54
6	5.00	0.00	0.00	0.00	0.00	5.24.27
7	50.00	0.00	0.00	31.10	31.10	63.45.32
8	50.00	0.00	0.00	5.40	5.40	8.02.27
9	5.00	0.00	0.00	0.00	0.00	0.00.00
EXISTING ROAD						
No	Radius	TR.In	TR.Out	TAN.In	TAN.Out	Deflection
0	5.00	0.00	0.00	0.00	0.00	0.00.00
1	5.00	0.00	0.00	0.00	0.00	0.00.00

Road Curve List						
No	Radius	TR.In	TR.Out	TAN.In	TAN.Out	Deflection
0	5.00	0.00	0.00	0.00	0.00	0.00.00
1	5.00	0.00	0.00	0.00	0.00	0.00.00

Road Curve List						
No	Radius	TR.In	TR.Out	TAN.In	TAN.Out	Deflection
0	5.00	0.00	0.00	0.00	0.00	0.00.00
1	5.00	0.00	0.00	0.00	0.00	0.00.00

REFERENCE

International Boundary and Beacon.....

Provincial Boundary.....

Protected Area.....

Perennial River.....

Perennial Water.....

Non-perennial River.....

Non-Perennial Water.....

Dry Water Course.....

Dry Pan.....

Marsh and Vlei.....

Pipeline (above ground).....

Water Tower; Reservoir; Water Point.....

Coastal Rocks.....

Prominent Rock Outcrop.....

Erosion; Sand.....

Woodland.....

Cultivated Land.....

Orchard or Vineyard.....

Recreation Ground.....

Row of Trees.....

VERKLARING

Internasionale Grens en Baken.....

Provinsiale Grens.....

Bewarings Gebied.....

Standhoudende Rivier.....

Standhoudende Water.....

Nie-standhoudende Rivier.....

Nie-standhoudende Water.....

Droë Loop.....

Droë Pan.....

Moeras en Vlei.....

Pyplyn (bo die grond).....

Watertoring; Reservoir; Waterpunt.....

Kuslynrotse.....

Prominente Klipbank.....

Erosie; Sand.....

Beboste Gebied.....

Bewerkte Land.....

Boord of Wingerd.....

Ontspanningsterrein.....

Rye Bome.....

Kadastrale inligting verskrek deur die Landmeter-generaal

Oorspronklike Plase

2230AA&AC MUSINA

THIRD EDITION
DERDE UITGAWE

1999

REFERENCE

National Freeway; National Route.....

Arterial Route.....

Main Road.....

Secondary Road; Bench Mark.....

Other Road; Bridge.....

Track and Hiking Trail.....

Railway; Station or Siding.....

Other Railway; Tunnel.....

Embankment; Cutting.....

Power Line.....

Built-up Area (High, Low Density).....

Buildings; Ruin.....

Post Office; Police Station; Store.....

Place of Worship; School; Hotel.....

Fence; Wall.....

Windpump; Monument.....

Communication Tower.....

Mine Dump; Excavation.....

Trigonometrical Station; Marine Beacon.....

Lighthouse and Marine Light.....

Cemetery; Grave.....

VERKLARING

Nasionale Deurpad; Nasionale Roete.....

Hoofverkeersroete.....

Hoofpad.....

Sekondêre Pad; Hoogtemerk.....

Ander Pad; Brug.....

Dowwe Pad en Voetslaanpad.....

Spoorweg; Stasie of Sylyn.....

Ander Spoorweg; Tonnel.....

Opvulling; Deurgrawing.....

Kraglyn.....

Beboude Gebied (Hoë, Laë Digtheid).....

Geboue; Murasie.....

Poskantoor; Polisiestasie; Winkel.....

Plek van Aanbidding; Skool; Hotel.....

Draadheining; Muur.....

Windpomp; Monument.....

Kommunikasietoring.....

Mynhoop; Uitgraving.....

Peilbaken; Seevaartbaken.....

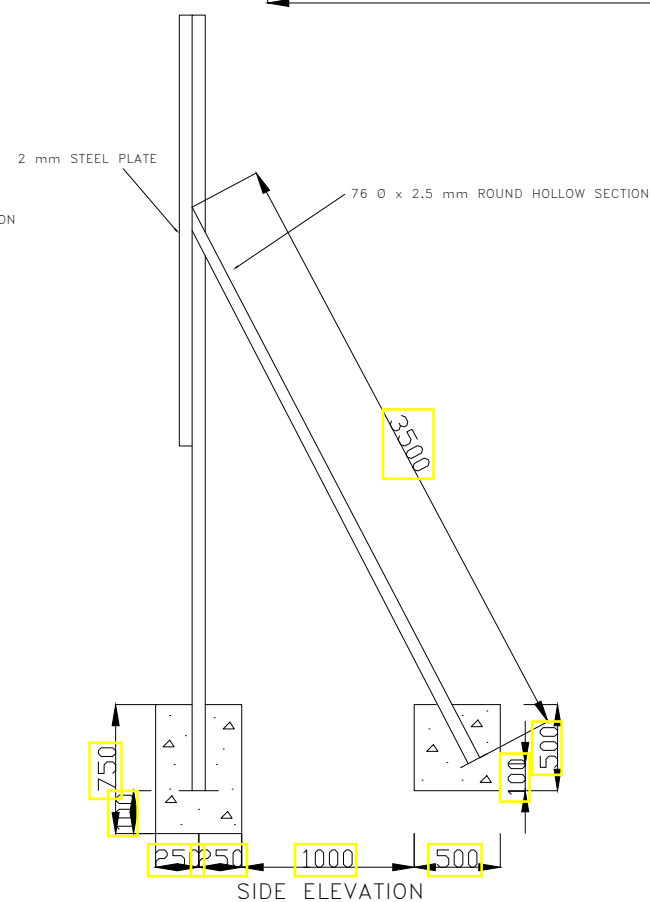
Vuurtoring en Seevaartlig.....

Begraafplaas; Graf.....

Cadastral information supplied by the Surveyor-General

Original Farms

DESIGNED BY P.M.	CHECKED BY LLM	DRAWN BY P.M.	CHECKED BY LLM
CLIENT MUSINA LOCAL MUNICIPALITY BANK STREET MUSINA			
CONSULTANT REPCONN TRADING GROUP SUITE 203 STATE BUILDING 1109E STREET, NEW REDBOROUGH ALBERTON			
PROJECT NAME RECONSTRUCTION OF NANCEFIELD ACCESS CULVERT BRIDGE, STORMWATER CHANNEL AND THE PEDESTRIAN BRIDGE IN WARD 02/05			
DRAWING TITLE LOCALITY PLAN			
DRAWING No. C-15-2024/25/01			
SCALE NTS			
REVISION No. A			
CONTRACT No. 15-2024/25			
SHEET No. SHEET 1 OF 1			



HELVETICA MEDIUM 100mm WHITE CAPITAL AND
SMALL LETTERS MUST BE USED FOR
PROJECT AND OWNERS NAME.

HELVETICA MEDIUM 100mm WHITE CAPITAL AND
SMALL LETTERS MUST BE USED FOR
PROJECT AND OWNERS NAME.

HELVETICA MEDIUM 100mm WHITE CAPITAL AND
SMALL LETTERS MUST BE USED FOR
PROJECT AND OWNERS NAME.

RULES

1. Typeface to be used shall be helvetica medium.
2. Size of lettering and dimensions are indicated on the diagram and shall be strictly adhered to.
3. Height of the board depends on number of professional services displayed. Note all professional services are to be shown.
4. Project name and owner shall be white lettering on middle blue background surrounding border shall be in middle blue.
5. Professional crests and company names shall be in black on white.
6. The board shall conform to the diagram subject to rule 4.

NOTA: Paint colours are based on
 plascon-evans. White vto 1 :
 Tequilla vto 10 ("Velvagio"
 polyurethane velvet enamel) black
 ref. 266, middle blue ref. 290
 (acrylic road sign paints)

No	DATE	REVISION		CONSULT	DIR

NOTES

DESIGNED BY	P.M
CHECKED BY	L.L.M
DRAWN BY	P.M
CHECKED BY	L.L.M

CLIENT	 MUSINA LOCAL MUNICIPALITY IRWIN STREET MUSINA	TEL: 015 534 5100 FAX: 015 534 2513 www.musina.gov.za
--------	--	---

CONSULTANT



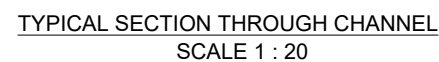
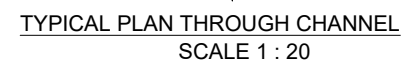
REPCONN TRADING GROUP
— ENGINEERED FOR INNOVATION —

SUITE 203 STATS BUILDING
1 FORD STREET, NEW REDBOROUGH
ALBERTON

MOBILE: 061 400 9723
EMAIL: Zindata@rctout.com

PROJECT NAME	RECONSTRUCTION OF NANCEFIELD ACCESS CULVER BRIDGE, STORMWATER CHANNEL AND THE PEDESTRIAN BRIDGE IN WARD 02/05
DRAWING TITLE	CONTRACT NAMEBOARD

DRAWING No. C-15-2024/25/14	2	SCALE NTS
		REVISION No. A
CONTRACT No. 15-2024/25		SHEET No. SHEET 1 OF 1



- | GENERAL NOTES: STORMWATER CHANNEL DESIGN | |
|--|---|
| 1. | All dimensions are in metres unless otherwise stated. The contractor shall verify all dimensions, levels, gradients and tie-in positions on site before commencing construction. |
| 2. | The stormwater channel shall be constructed to the lines, levels, widths, depths, side slopes and longitudinal gradients shown on the drawings. |
| 3. | The channel is designed as a trapezoidal open stormwater channel to convey stormwater runoff safely without causing erosion, overtopping or damage to adjoining infrastructure. |
| 4. | The average longitudinal channel slope shall be as indicated on the long section. Any variation to the designed slope shall be approved by the engineer prior to construction. |
| 5. | The channel invert shall be trimmed and compacted to provide a firm, stable and uniform formation before placing any bedding or lining material. |
| 6. | All unsuitable, soft, loose, organic or saturated material encountered below the channel formation shall be removed and replaced with approved compacted material. |
| 7. | The channel shall be lined with grouted stone pitching unless otherwise specified on the drawings. |
| 8. | Stone pitching shall consist of hard, durable, angular stone, free from clay, shale, organic material, weathered rock or other deleterious material. |
| 9. | Stone pitching shall be placed on a prepared bedding layer and shall be hand-packed to achieve a tight, stable and interlocked surface. |
| 10. | The minimum stone pitching thickness shall be 200 mm unless otherwise specified. In high velocity areas, the pitching thickness shall be increased to 250 mm or 300 mm as directed by the engineer. |
| 11. | Mortar/grout for stone pitching shall be a minimum 1:3 cement mix unless otherwise specified. |
| 12. | All joints between stones shall be fully grouted. Open voids, loose stones and poorly filled joints shall not be accepted. |
| 13. | Concrete cut-off walls or edge beams shall be provided at the inlet, outlet, changes in grade and channel edges where required to prevent undermining and erosion. |
| 14. | Minimum recommended cut-off wall size shall be 300 mm wide x 450 mm deep unless otherwise shown on the drawings. |
| 15. | The channel outlet shall be provided with suitable erosion protection, energy dissipation or rip-rap protection to prevent downstream scour. |
| 16. | The contractor shall ensure that no stormwater is allowed to flow over freshly completed mortar or grouted stone pitching until adequate curing has taken place. |
| 17. | Mortared or grouted stone pitching shall be cured for a minimum period of 7 days. |
| 18. | The finished channel surface shall be neat, even and true to line and level, with no ponding areas or reverse falls. |
| 19. | The channel shall have positive drainage throughout its full length. |
| 20. | Where the channel interfaces with existing stormwater structures, culverts, roads or natural ground, the contractor shall ensure smooth hydraulic transitions. |
| 21. | Any existing services encountered during construction shall be protected. The contractor shall notify the engineer immediately if unknown services are exposed. |
| 22. | The contractor shall maintain safe temporary stormwater diversion during construction to prevent flooding, erosion or damage to the works. |
| 23. | Side slopes shall be trimmed neatly and protected against erosion. |
| 24. | Backfilling behind edge beams, cut-off walls or channel sides shall be compacted in layers using approved material. |
| 25. | Where seepage or groundwater is encountered, the contractor shall notify the engineer before proceeding with lining works. |
| 26. | The Manning's roughness coefficient used for hydraulic checking of grouted stone pitching shall be taken as $n = 0.035$ unless otherwise specified. |
| 27. | The design flow and hydraulic capacity shall be confirmed against the approved catchment hydrology before final construction. |
| 28. | Freeboard shall be provided where practical to allow for turbulence, debris, blockage and uncertainty in stormwater flow. |
| 29. | All construction shall comply with the project specifications, municipal requirements and relevant South African standards. |
| 30. | The contractor shall keep the channel free from debris, loose material and construction waste during and after construction. |
| 31. | Final acceptance shall be subject to inspection and approval by the engineer. |

[illegible][illegible]

DESIGNED BY	P.M
CHECKED BY	LLM
DRAWN BY	P.M
CHECKED BY	LLM

CONSULTANT



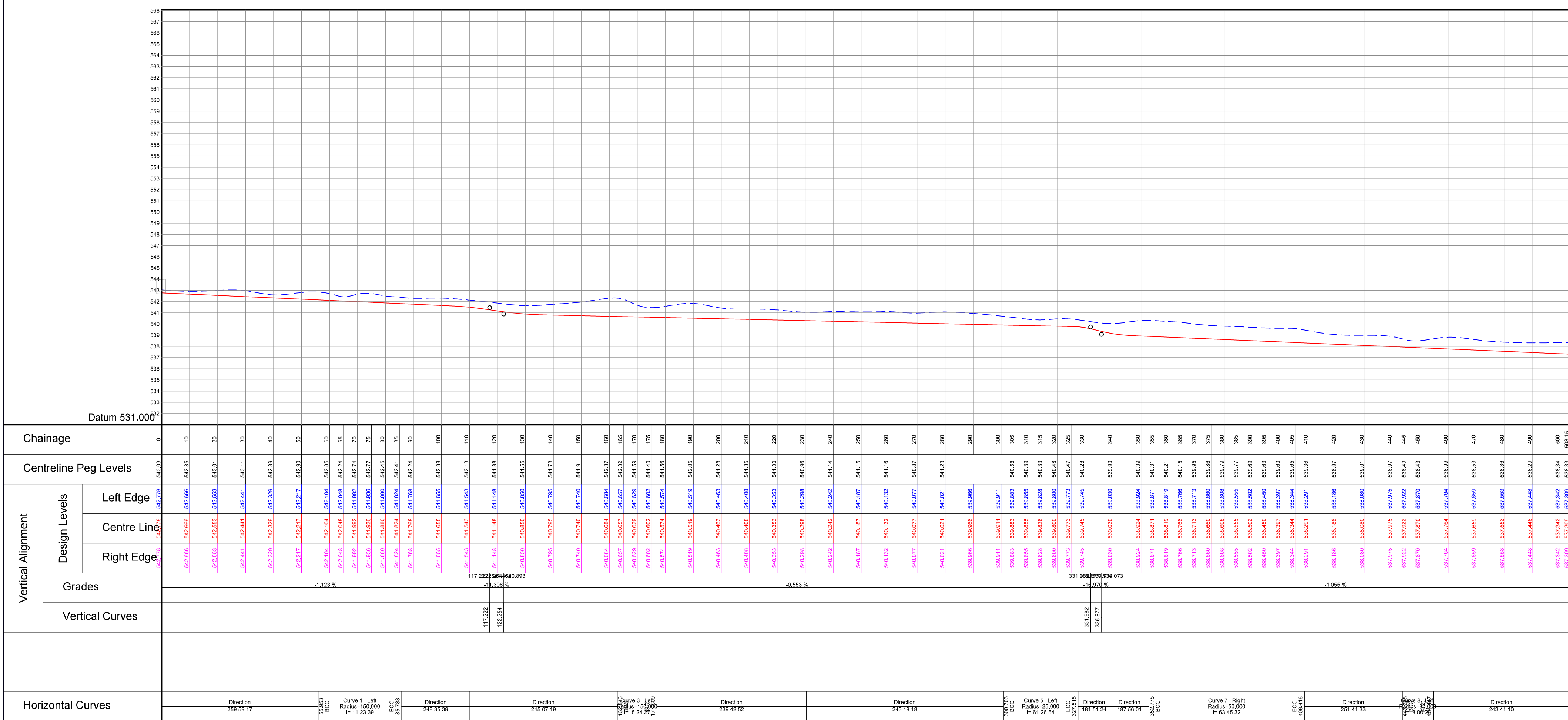
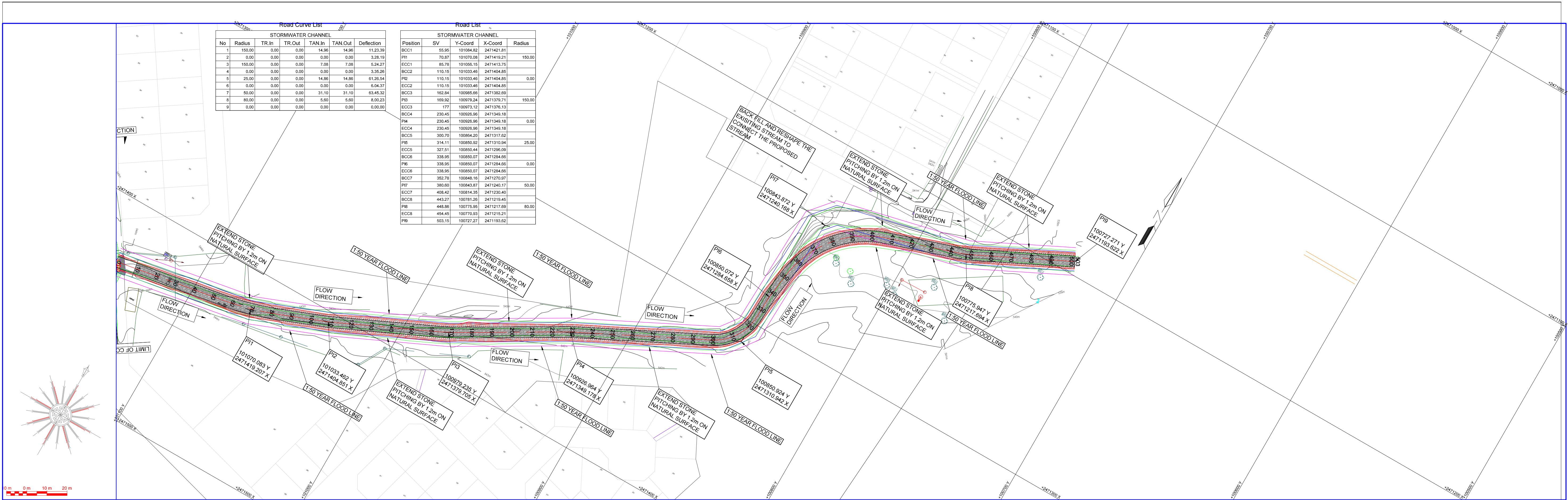
REPSCONN TRADING GROUP
— ENGINEERS FOR INNOVATION —

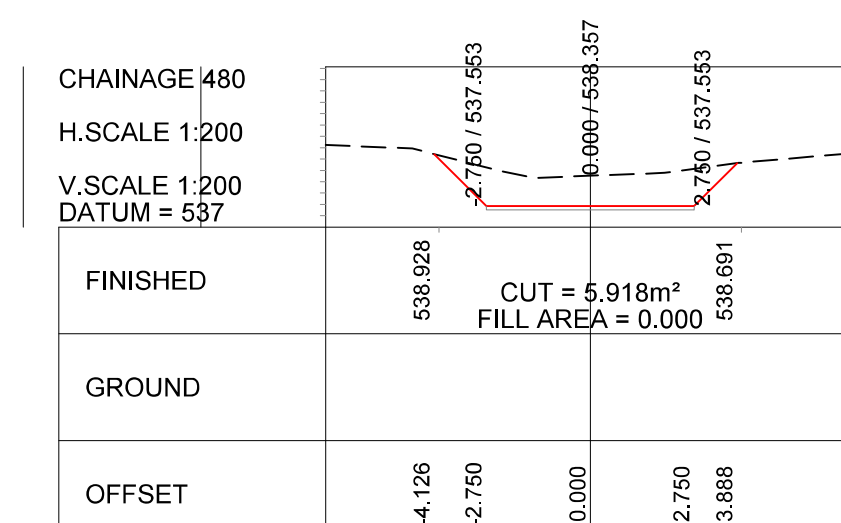
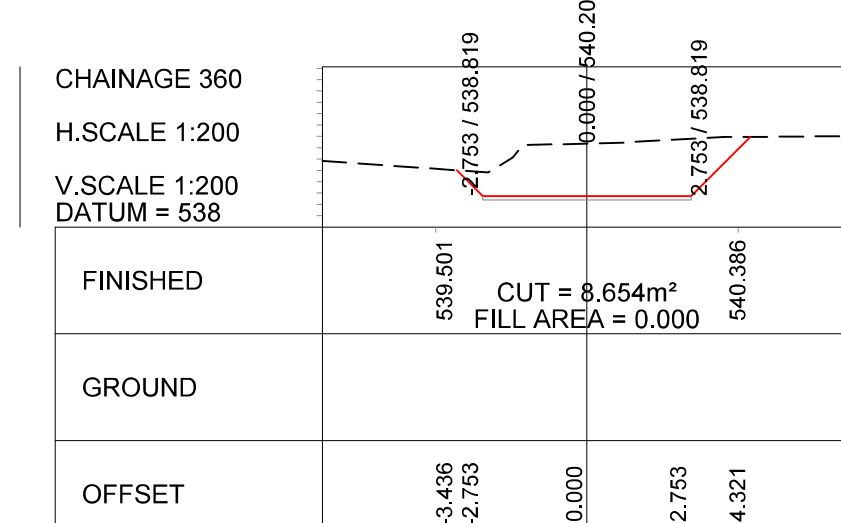
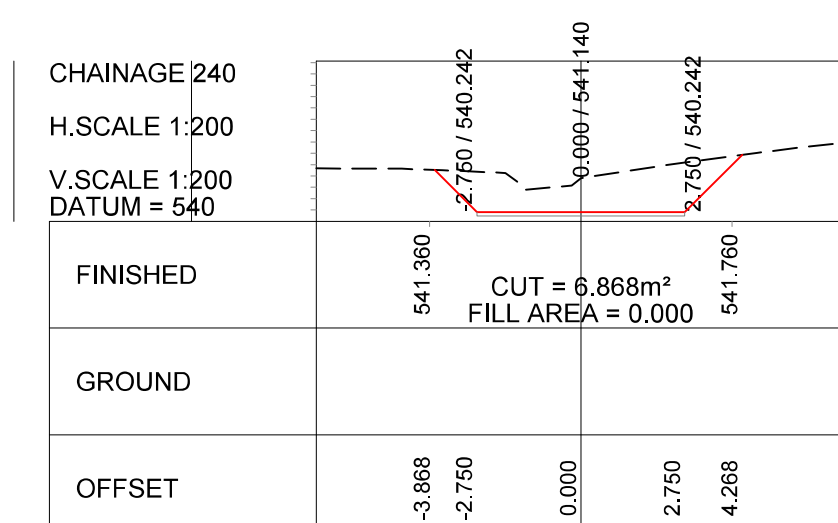
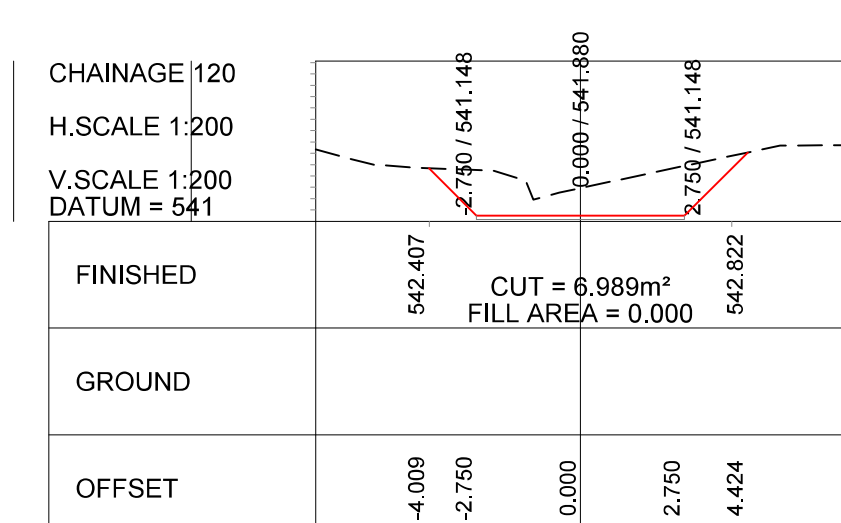
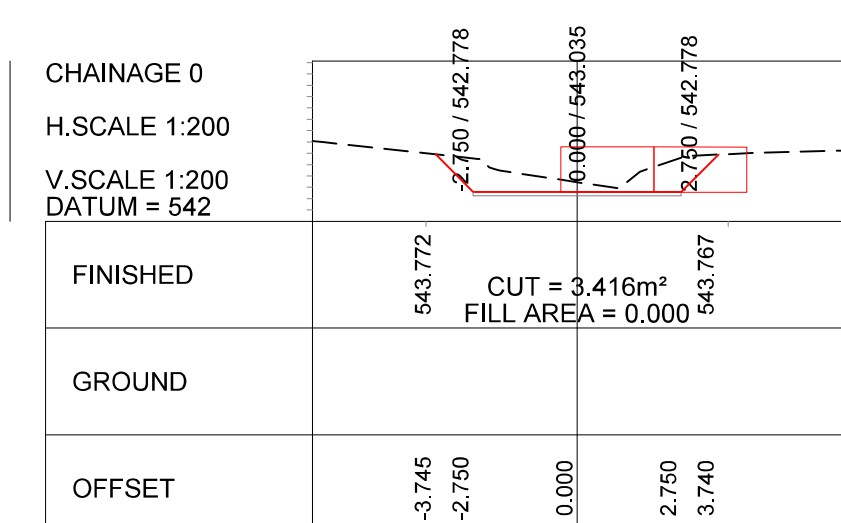
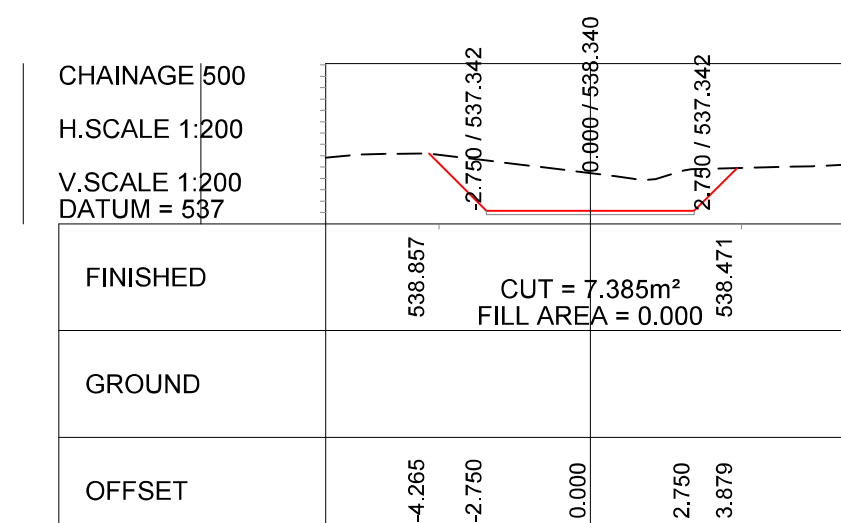
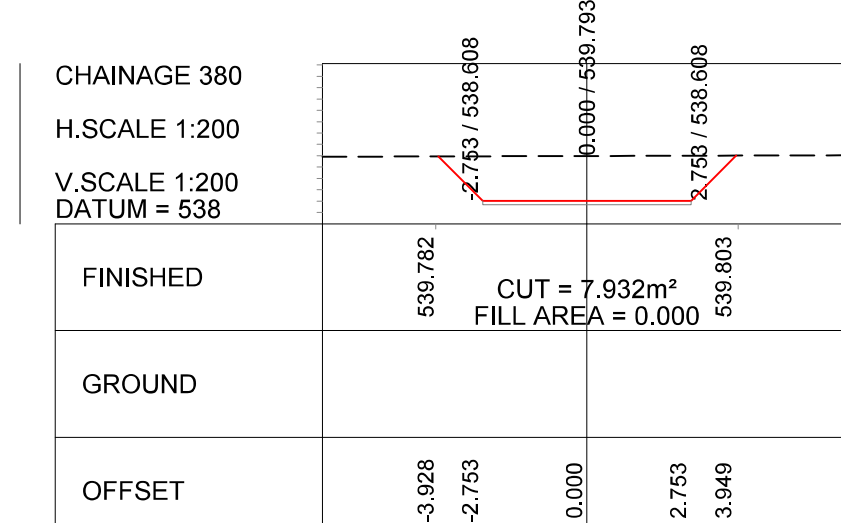
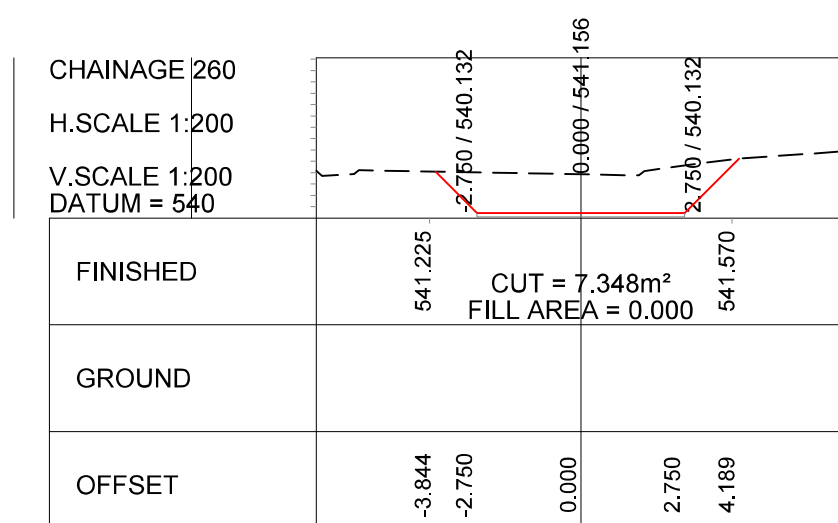
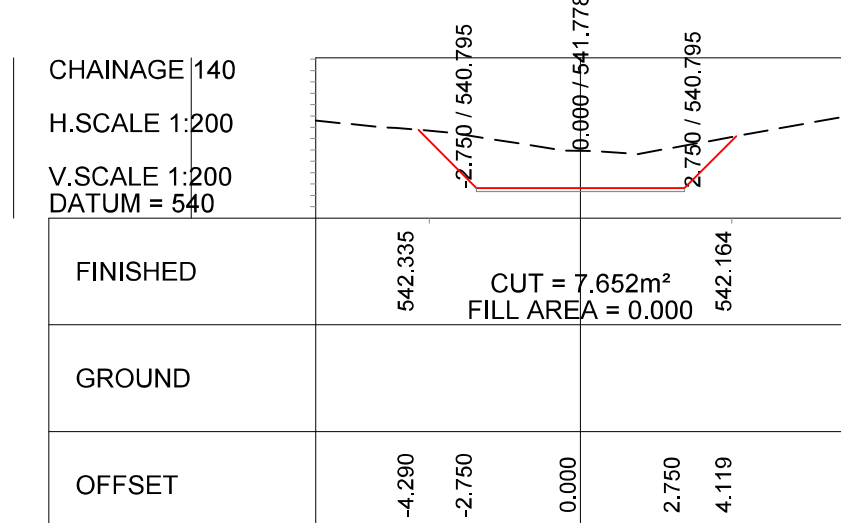
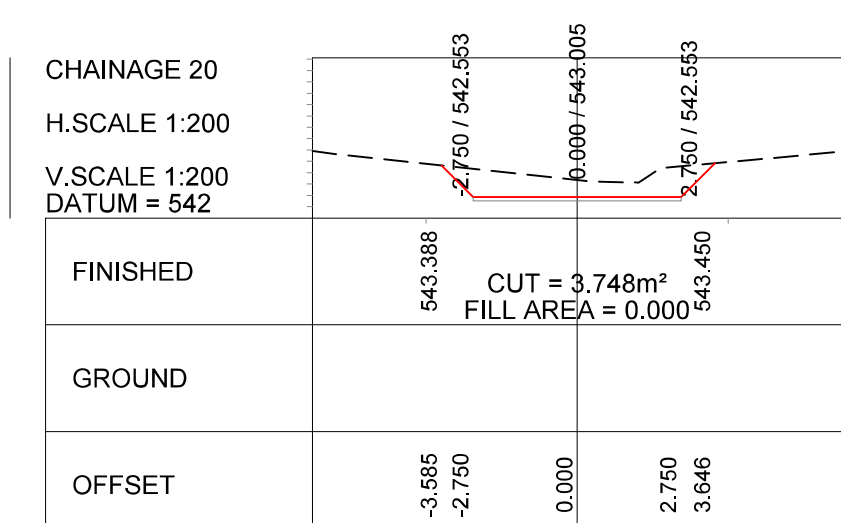
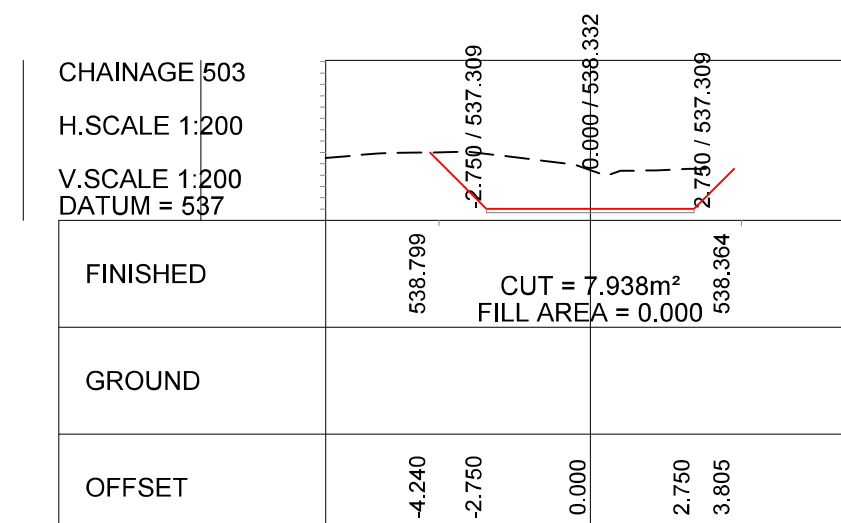
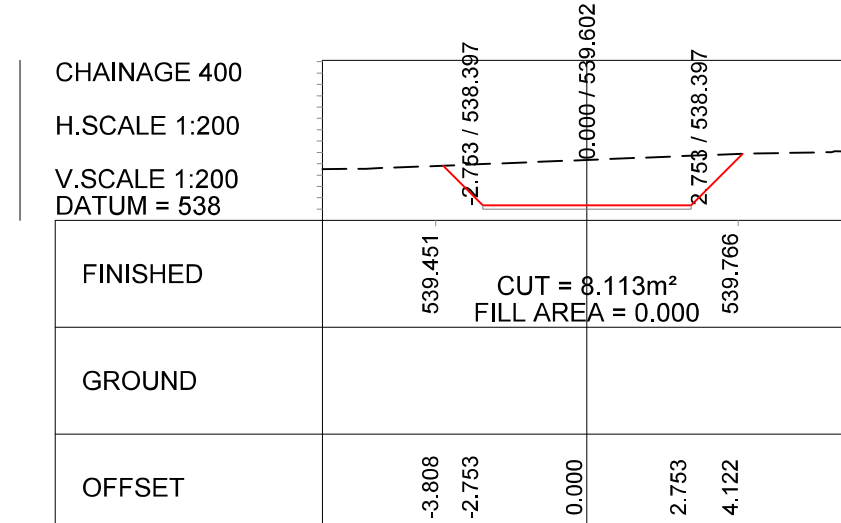
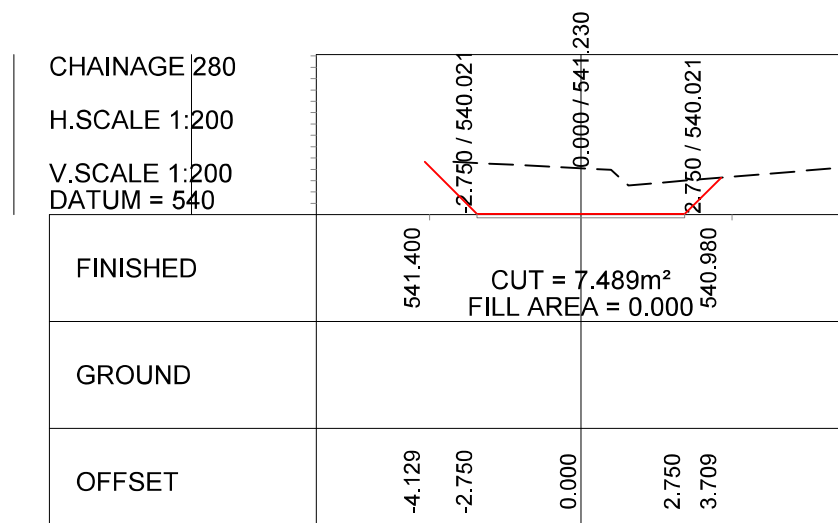
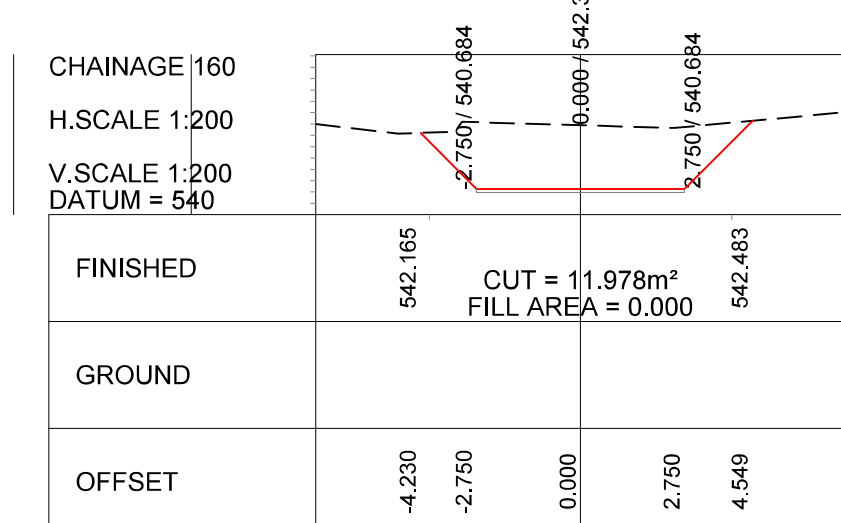
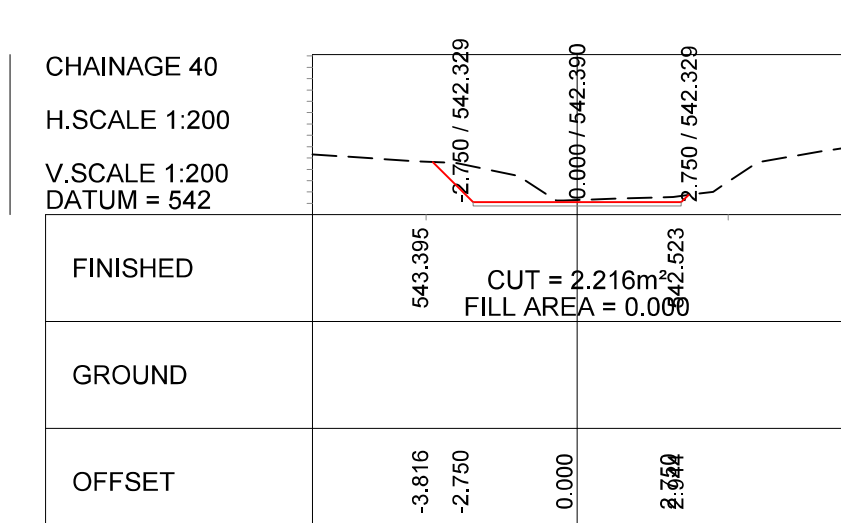
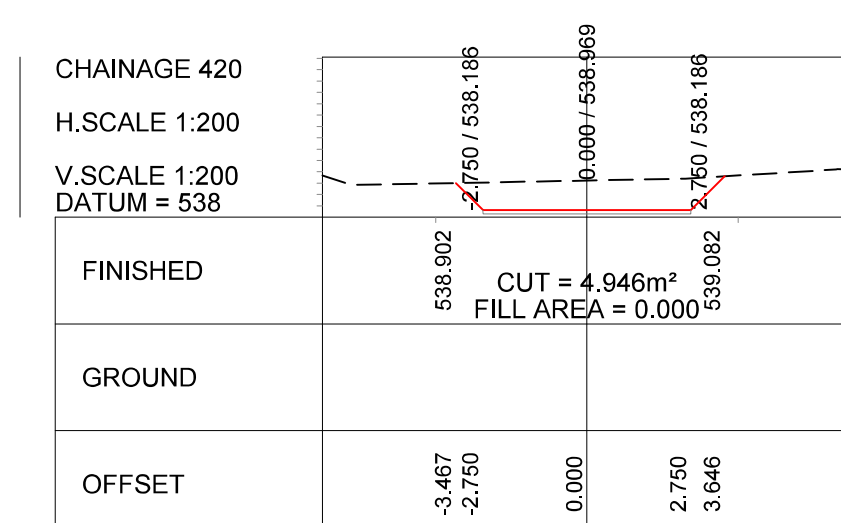
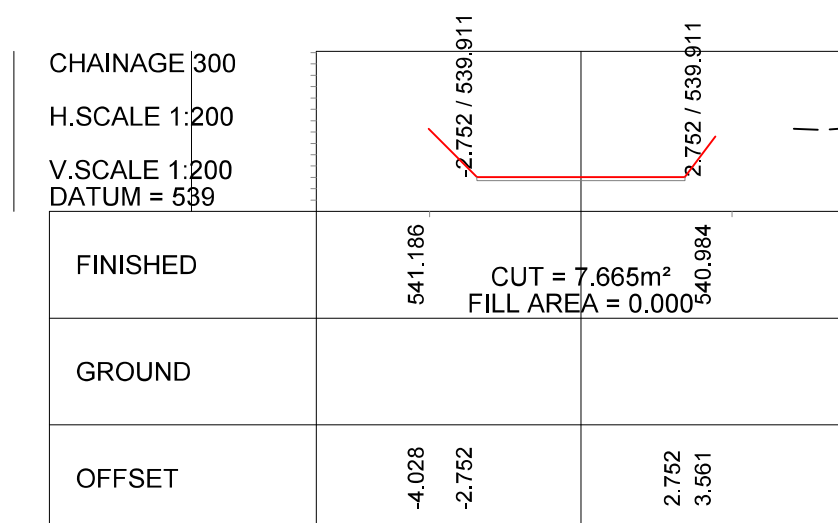
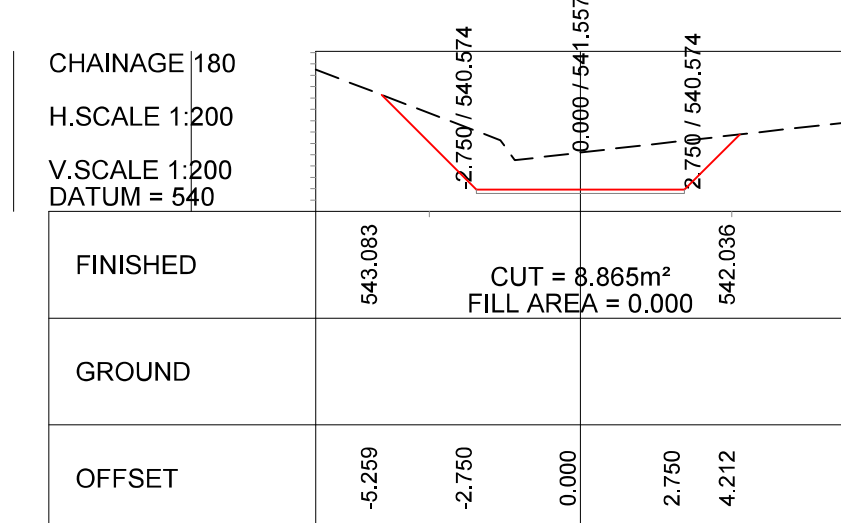
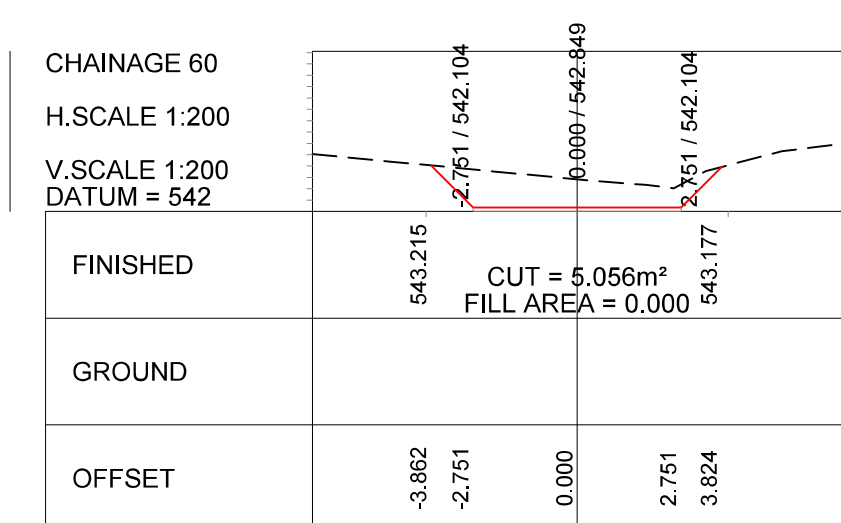
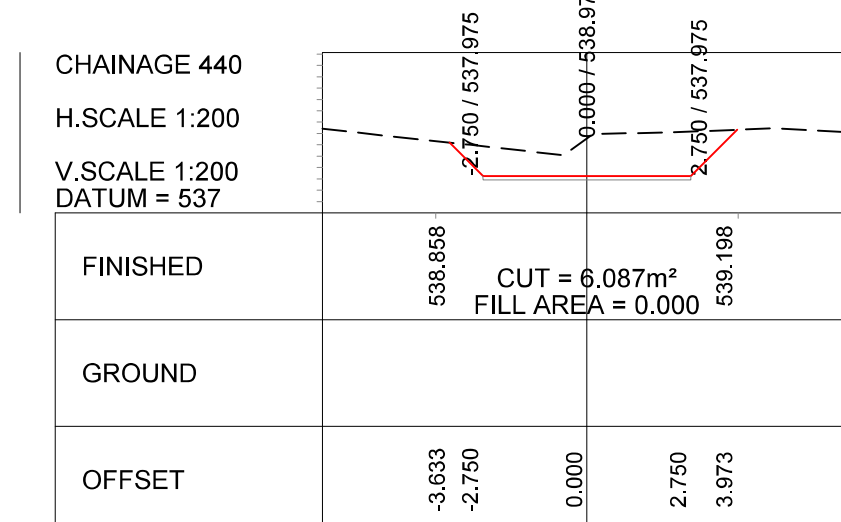
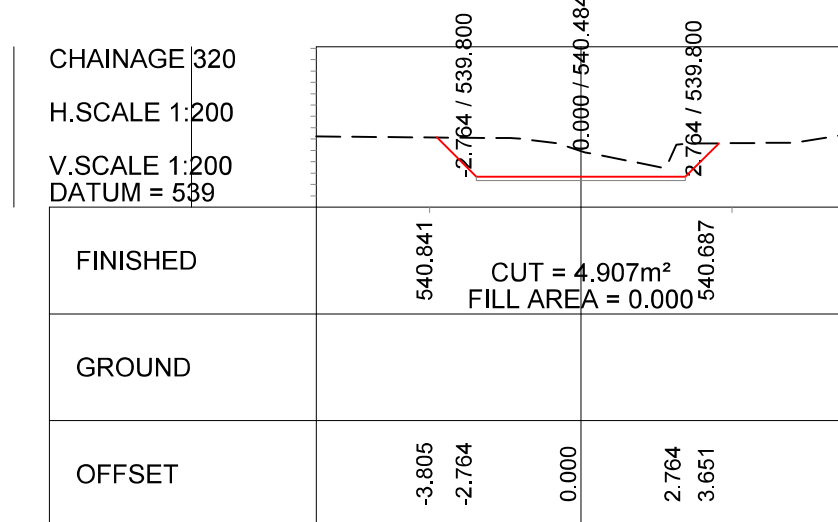
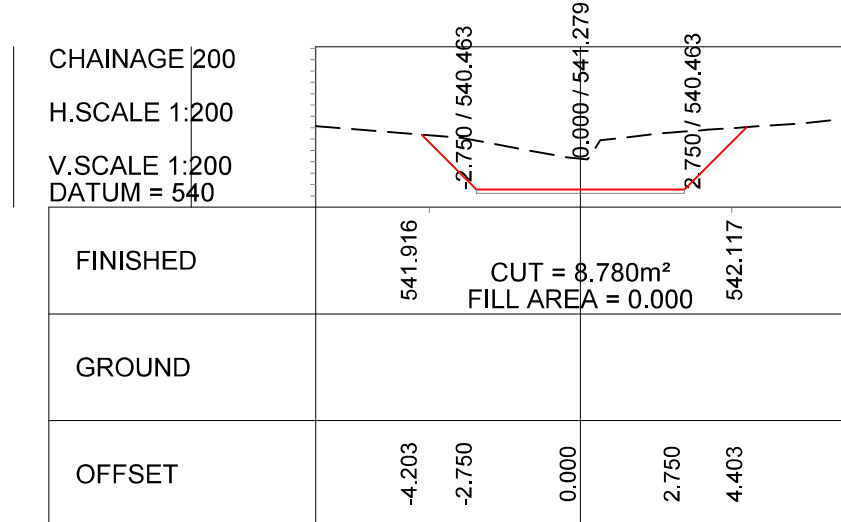
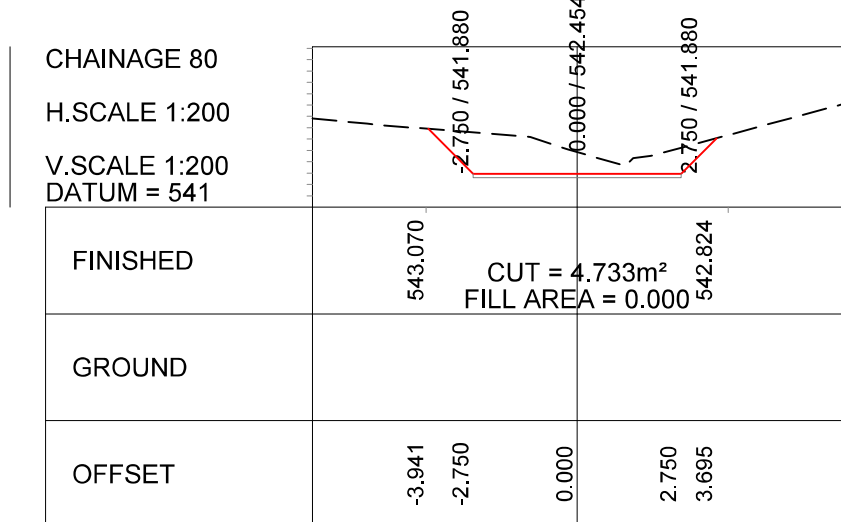
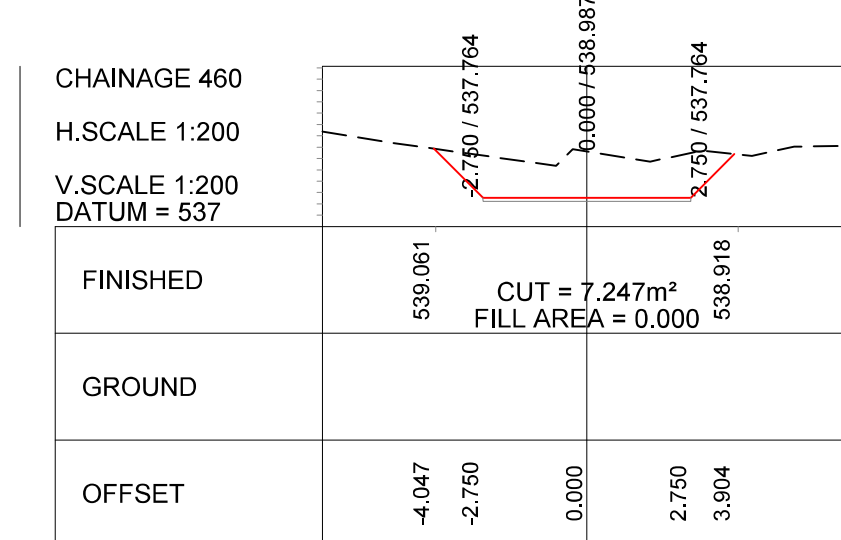
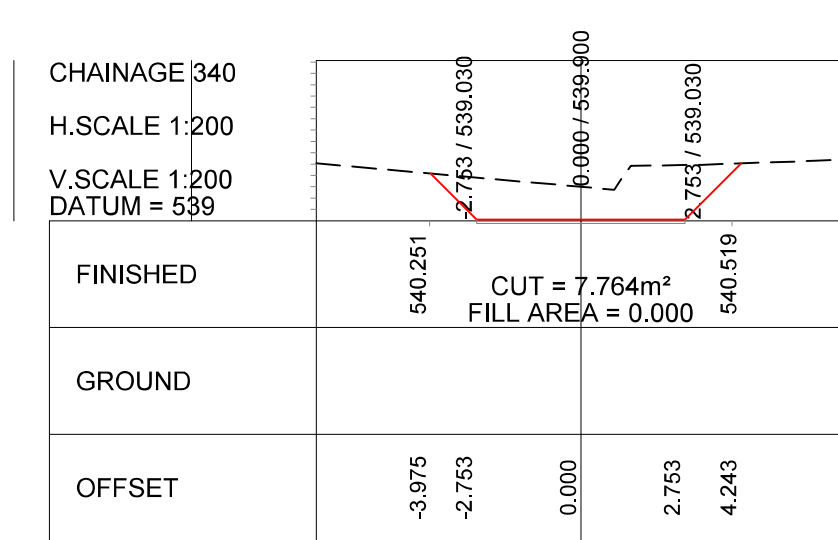
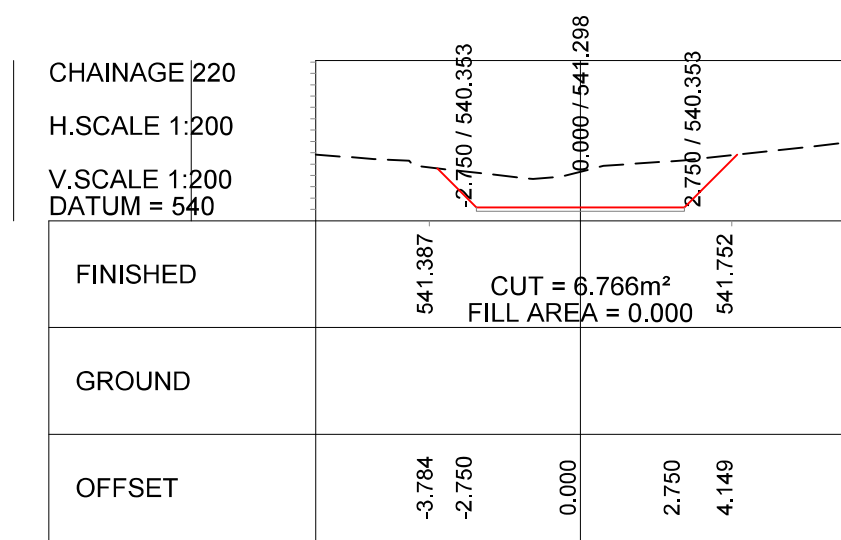
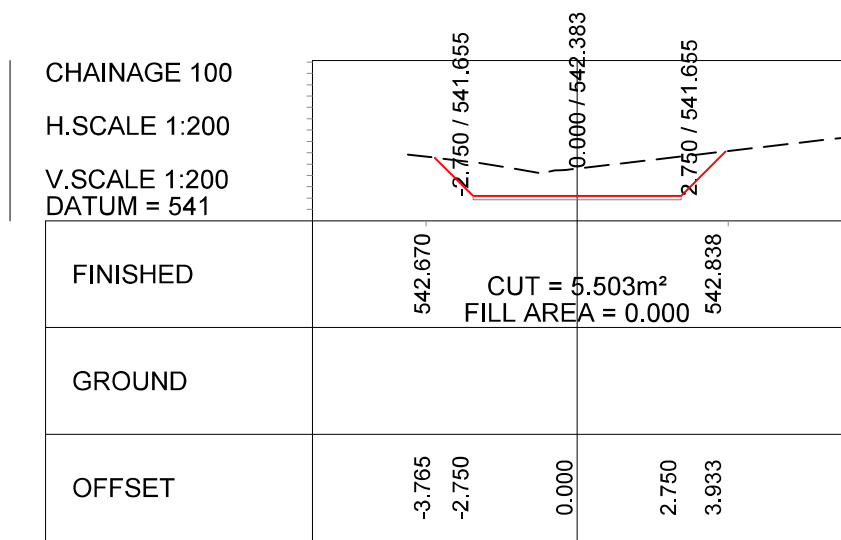
SUITE 203 STARTS BUILDING
1 FORE STREET, NEW REDBOROUGH
ALBERTON

MOBILE: 061 400 9723
EMAIL: Zindele@tdcloud.com

PROJECT NAME	RECONSTRUCTION OF NANCEFIELD ACCESS CULVER BRIDGE, STORMWATER CHANNEL AND THE PEDESTRIAN BRIDGE IN WARD 02/05
DRAWING TITLE	TYPICAL CROSS SECTION

DRAWING No. C-15-2024/25/05	SCALE NTS
	REVISION No. A
CONTRACT No. 15-2024/25	SHEET No. SHEET 1 OF 1





A	09/2026	FOR TENDER		P.M	
No	DATE	REVISION	CONSULT	DIR	

NOTES	

DESIGNED BY	P.M
CHECKED BY	LLM
DRAWN BY	P.M
CHECKED BY	LLM

CLIENT

MUSINA LOCAL MUNICIPALITY
RWEN STREET
MUSINA

TEL: 015 536 0500
FAX: 015 536 2013
www.musina.gov.za

CONSULTANT

REPCONN TRADING GROUP
ENGINEERS FOR INFRASTRUCTURE

SUITE 203 STARS BUILDING
1 FLORE STREET, NEW REPCORRUS
ALBERTON

MOBILE: 981 400 9723
EMAIL: Zivak@repconn.co.za

PROJECT NAME	RECONSTRUCTION OF NANCEFIELD ACCESS CULVER BRIDGE, STORMWATER CHANNEL AND THE PEDESTRIAN BRIDGE IN WARD 02/05
DRAWING TITLE	STORMWATER CHANNEL CROSS SECTIONS

DRAWING No. C-15-2024/25/04	SCALE NTS
CONTRACT No. 15-2024/25	REVISION No. A
	SHEET No. SHEET 1 OF 1