

NTABANKULU LOCAL MUNICIPALITY



CONTRACT FOR BUILDING CONSTRUCTION WORKS:

CONSTRUCTION OF MAGOMBENI SPORT FIELD

CONTRACT DOCUMENT:

3CE OR HIGHER

CONTRACT NO: NLM/TS/CMSF/2025/26

NAME OF BIDDER:

CLOSING DATE: **29 October 2025**

CLOSING TIME: **12:00 PM**

PREPARED BY:

NTABANKULU LOCAL MUNICIPALITY

ERF 24 MAIN STREET

PO BOX 234

NTABANKULU

5130

TEL: 039 258 0056

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SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract. Project Specifications, Schedule of Quantities, Form of Bid, and other documents. Set of drawings issued for bid purposes (may be bound in at the back of Volume).
- (ii) **VOLUME 2:** Joint Building Contracts Committee Series 2000 - Principal Building Agreement – Edition 6.1 – March 2014, which the bidder must purchase, which the bidder must purchase at his own cost.
- (II) **VOLUME 3:** The Standard Specifications for the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, (SANS 1200), as amended, shall apply to this contract.

PART T1: TENDERING PROCEDURES

PART T1.1

INVITATION TO TENDER

NTABANKULU LOCAL MUNICIPALITY
NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD



BID NOTICE AND INVITATION TO BID

REQUEST FOR PROPOSAL FOR THE SERVICE PROVIDERS TO UNDERTAKE THE FOLLOWING SERVICE

Proposals are hereby invited by Ntabankulu Local Municipality from suitably qualified, experienced and competent contractors for the construction of the project tabled below:

Project name	Contract no.	Typical project description	Required CIDB grading	Date of compulsory clarification session	Closing Date of Tender and Time	Preference points system
Construction of Mbangweni or Magombeni Sports Field.	NLM/TS/CMSF/2025/2026	Magombeni/Mbangweni Sports Field	3 CE or higher	21 October 2025 at 10H00 at Ntabankulu LM	29 October 2025 at 12H00 at Ntabankulu LM	80/20

The minimum specifications are detailed in the Bid document. **Punctuality will be adhered to. Briefing session will strictly be 30 minutes after which bidders and representatives of the municipality will proceed to the respective sites. The briefing session will be conducted at Ntabankulu Local Municipality Hall, within the municipal premises. A roll call will be done during site inspection to ensure bidders do attend the compulsory briefing session and site inspection.**

Bidders who arrive 10 minutes after the start of the briefing session will be deemed late, non-responsive and will not be allowed into the briefing session, a representative can only sign for one company.

Bid documents may be obtained from the Ntabankulu Local Municipality **Website after compulsory briefing Session and Site inspection.**

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and indorsed with the relevant bid number and must be deposited in the official bid box clearly marked **“THE CONSTRUCTION OF MAGOMBENI/MBANGWENI SPORTS FIELD NLM/TS/CMSF/2025/2026”** in the main entrance of the Ntabankulu Municipality at ERF 85 Main Street, Ntabankulu 5130, at which bids will be opened in public. Bids shall be valid for a period of 90 days after the closing date of the submission of bids. **Under no circumstances will late tenders be accepted.** Service providers are requested to attach the following mandatory documents for their bids on the pages indicated in the bid document:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- Proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator **(Separate CIDB grading must also be attached for each**

company).

- An approved formal guarantee or a letter of intent from the proposed guarantor
- Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended)
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. A copy of the CSD must be attached.

NB: Verification of CIDB grading on CIDB website will be conducted during evaluation.

Tender documents must be filled/completed in its original format with a black pen; no copies will be accepted. Failure to submit the mandatory documents will deem the tender non-responsive and it will not be evaluated further.

Failure to submit the mandatory document will deem the tender non-responsive and it will not be evaluated further.

Stage 1. Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionally assessment of 70% will be considered non-responsive and will not be evaluated further.

CRITERIA	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Experience on Similar Project	Max 5	40
Personnel Experience	Max 5	30
Plant and Equipment Relevant to Project	Max 5	20
Methodology	Max 5	10
TOTAL		100

Where: 1=Poor, 2=Acceptable, 3=Good, 4=Very good and 5 =Excellent

Stage 2: Price and Specific Goals

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

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

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)
Business owned by =>50% black people	4	
Business owned by <50% black people	1	
Business owned by =>50% women	3	

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Business owned by <50% women	1	
Business owned by =>50% Youth (age <= 35 years on the closing date)	5	
Business owned by <50% Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 and the Municipal SCM Policy will apply. NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

Further technical enquiries should be directed to **Mr PL Mpendulo** at mpendulop@ntabankulu.gov.za or **066 480 4094** and procurement or SCM enquiries should be directed to **Mr. O. Mdudi** at mdudio@ntabankulu.gov.za or **082 786 0772** during office hours i.e. between 08h00 and 16h30.

Requested by

Recommended by

Approved by

.....
N. Ntshobane
Bid Specification Chairperson

.....
M Mhlifili
CFO

.....
I Sikhulu-Nqwena
Municipal Manager

PART T1.2

TENDER DATA

T1.2 TENDER DATA

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is Ntabankulu Local Municipality
F.1.2	The tender documents issued by the employer comprise: - T1.1 Invitation to Tender - T1.2 Tender Data - T1.3 Preferential Procurement Regulations - T2.1 List of returnable documents - T2.2 Returnable schedules Part 1: Agreements and contract data - C1.1 Form of offer and acceptance - C1.2 Contract data - C1.3 Form of Guarantee Part 2: Pricing data - C2.1 Pricing instructions - C2.2 Activity schedules / Bills of Materials Part 3: Scope of work - C3 Scope of work Part 4 : Site information - C4 Site information Part 5 : Drawings
F.1.4	The employer is: Name: NTABANKULI LOCAL MUNICIPALITY Address: 85 NTABANKULU MAIN STREET

- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work;

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the civil engineering 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 with the sum tendered for a civil engineering class of construction work.

- 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 civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

- F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

- 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:
F.2.15.1 **Not Applicable**
- F.2.13 N/A
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- 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.
- F.2.23 The tenderer is required to submit with his tender:
- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board.
 - 2) where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer 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;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 N/A
- F.3.11 The procedure for the evaluation of responsive tenders is Method 3
- F3.13.1 Tender offers will only be accepted if:
- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;

- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annexure: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

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
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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.

F1.6.3 Evaluation of Tenders

Tenders will be submitted to a three (3) stage evaluation process:

Stage 1: Responsiveness

Stage 2: Functionality

Stage 3: Scoring in terms of Price and BBBEE (Method 3)

Stage 1: Responsiveness

The following aspects will form part of this stage:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- Proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator (**Separate CIDB grading must also be attached for each company**).
- An approved formal guarantee or a letter of intent from the proposed guarantor
- Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended)
- All prospective service providers are required to apply on Central Supplier Database in order

All the above aspects are to be in place and in order for a tender to be regarded as responsive after stage 1.

Only tenders that are regarded as **responsive** after stage 1 evaluation, will proceed to be evaluated under stage 2.

Stage 2: Functionality

Tenders will also be submitted to a functionality evaluation, as stated in clause MBD 6.1 to determine further responsiveness, in terms of functionality.

The following aspects will be considered when the **functionality** of tenders is being considered:

1. Experience.
2. Expertise
3. Methodology
4. Schedule of plant

Only tenderers which achieve a minimum threshold of **70% (70 points)**, for **functionality**, will advance to stage 3.

Tenders not achieving the threshold will thus also be regarded as non-responsive.

Stage 3: Scoring in terms of Price and BBBEE (Method 3)

An 80/20 scoring for **Price and BBBEE** contributor level will be done as indicated in MBD 6.1

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.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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 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, 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 Seal the Functional and Financial copy of the tender offer as separate packages marking the packages as "Technical" and "Financial". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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), referencing arrangements (, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates 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

Add the following to F.3.4.1

F.3.4.1 The time and location for opening the tender offers is:

Not Applicable

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.

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

F.3.5 Envelope system

F.3.5.1 One envelope System will apply to this tender.

F.3.6 non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Add the following:

Tender offers that score less than 70 (Seventy) points out of 100 (hundred) points in respect of the following:

Pre evaluation eligibility criteria will be regarded as non-responsive and be excluded from further evaluation

In terms of clause F.3.11. Signed letters from referees (for previous projects, site agent foreman & OHS officer) has to be attached to claim the points and no points will be awarded in this criterion if signed letters are not attached. The signed letters with letter heads and firm stamps should clearly indicate the scoring criteria as seen on the following tables. Fraudulently obtained references will automatically lead to dismissal of the bidder.

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

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

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

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

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

F.3.9 Arithmetical errors

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 words 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

Appoint an evaluation panel of not less than three persons. 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:

F.3.11.1 & F.3.11.2-4

The procedure for the evaluation of responsive tenders is Method 3 (Financial Offer and Preference):

a) Price/Financial

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 and equals:

i) **90** where the financial value inclusive of VAT of all responsive tenders received is in excess of R50,000,000 or **80** where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50,000,000.

A = a number calculated using either formulas 1 or 2 below, whichever is relevant.

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

b) Preference

Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.

F.3.11.3 Functionality Evaluation (As described in F1.6.3)**STAGE 1:****Stage 1 Technical or Functionality Evaluation**

Amongst other aspects, as stated in clause F 1.6.3, the experience, competence and capacity of tenderers will also be evaluated, for **functionality**, in order to determine further **responsiveness**, before tenders are being submitted to the scoring process. Only responsive tenders after stage 2, will be scored in terms of Price and BBBEE in stage 3.

The following four criteria will be used to determine **responsiveness** in terms of functionality (experience, competence and capacity).

Each criterion has a minimum requirement to which tenders shall adhere. Tenders will be declared as non-responsive, if the minimum score for each criterion is not met. The minimum requirements and weighting of each criterion will be as shown in the following table:

CRITERIA	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Experience on Similar Project	Max 5	40
Personnel Experience	Max 5	30
Plant and Equipment Relevant to the Project	Max 5	20
Methodology	Max 5	10
TOTAL		100

Where: 1=Poor, 2=Acceptable, 3=Good, 4=Very good and 5 =Excellent

1 Experience (related projects)

The similar projects/portions of projects successfully executed by the tenderer itself; and for which **completion certificates (signed by consultant and employer)** have been submitted, will be evaluated. Refer to form T2.2.6 for information required.

EVALUATION CRITERIA FOR NTABANKULU SPORT FIELD PHASE 4:	POINTS	MAX POINTS
1. EXPERIENCE		40 Points
- Experience in the construction of at least three (3) sport field projects to the value of R3million and above - Experience in the construction of two (2) sports field projects to the value of R3million and above - Experience in the construction of at least one (1) sport field project to the value of R3million and above - Bidder has submitted no information or inadequate information to determine the scoring level	40 Points 30 Points 15 Points 0 Points	

(Attach Signed Appointment letters, Completion Certificates and Reference letters)		
2. KEY PERSONNEL • Construction Manager/ Contracts Manager (Must be a permanent employee of bidder's company) - NQF Level 7 Qualification in Civil Engineering works or Construction Management with 10 years' or more experience in Earthworks/Civil Engineering and construction works (of which at least one project must be in construction of sports facilities. Bidder to indicate name of sports facilities and the client for verification purposes), and must have NQF Level 5 of accreditation in Labour Intensive Construction Methods (LIC) - NQF Level 7 Qualification in Civil Engineering works or Construction Management with 5 to 9 years' experience in Earthworks/Civil Engineering and construction works (of which at least one project must be in construction of sports facilities. Bidder to indicate name of sports facilities and the client for verification purposes), and has no NQF level 5 accreditation in Labour Intensive Construction Methods (LIC). - Bidder has submitted no information or inadequate information to determine a scoring level • Site Agent (Must be a permanent employee of bidder's company) - NQF Level 7 qualification in Civil Engineering with a minimum experience of 6 years or more in Earthworks/Civil Engineering and construction works as a site agent (of which at least one project must be in construction of sport facilities. Bidder to indicate name of sports facilities and the client for verification purposes) and has NQF level 5 accreditation in Labour Intensive Construction Methods (LIC). - NQF Level 7 qualification in Civil Engineering with 2 to 5 years of experience in Earthworks/Civil Engineering and construction works as a site agent (of which at least one project must be in construction of sport facilities. Bidder to indicate name of sports facilities and the client for verification purposes) but does not have NQF level 5 accreditation in Labour Intensive Construction Methods (LIC). - Bidder has submitted no information or inadequate information to determine a scoring level • Foreman (Must be a permanent employee of bidder's company) - Site Foreman with a minimum experience of 5 years as a Site foreman in civil engineering construction (of which at least one project must be in construction of sport facilities. Bidder to indicate name of sports facilities and the client for verification purposes), has NQF Level 6 qualification in Civil Engineering or must have NQF Level 5 of accreditation in Labour Intensive Construction Methods (LIC)	15 Points 10 Points 0 points 10 Points 5 Points 0 Points 5 Points 2 Points	30 Points

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- Site Foreman with less than 5 years of experience as a Site foreman in civil engineering construction (of which at least one project must be in construction of sport facilities. Bidder to indicate name of sports facilities and the client for verification purposes), has NQF Level 6 qualification in Civil Engineering or must have NQF Level 5 of accreditation in Labour Intensive Construction Methods (LIC) - Bidder has submitted no information or inadequate information to determine a scoring level -	0 Points	
3. METHODOLOGY • Presentative methodology with occupational health and safety plan, risk analysis, works programme and cash flow projections. • Presentative methodology with occupational health and safety plan, risk analysis and works programme only. • Presentative methodology with occupational health and safety plan, and risk analysis only. • Presentative methodology with occupational health and safety plan only • Presentative methodology with occupational Risk analysis only • Bidder has submitted no method statement or Cash flow and works programme	10 Points 8 Points 6 Points 4 Points 2 Points 0 Points	10 Points
4. SCHEDULE OF PLANT AND MACHINERY • The bidder(Company or Company Director) owns a set of plant that consists of 1 x grader; 1 x Excavator; 1 x Roller; 1 x TLB, 2 x Tipper Trucks and 1 x Water-Tank truck • The bidder(Company or Company Director) will own and lease a set of plant that consists of 1 x grader; 1 x Excavator; 1 x Roller; 1 x TLB, 2 x Tipper Trucks and 1 x Water-Tank truck • The bidder will lease a set of plant that consists of 1 x grader; 1 x Excavator; 1 x Roller; 1 x TLB, 2 x Tipper Trucks and 1 x Water-Tank truck • The bidder has not submitted any proof of ownership and has not submitted any lease agreement (intent) with a supplier of construction machinery	20 Points 15 Points 10 Points 0 Points	20 Points
N.B. Bidder must provide proof of ownership for owned plant or a signed commitment letter to provide plant from a plant hire company.		
TOTALS		100 POINTS

NB: A bidder scoring below seventy (70) points on functionality will not be further evaluated.
It is the responsibility of the bidder to ensure that they provide all the authentic supporting documents required to be considered for this bid.

STAGE 2:

Price and Specific Goals (80: 20)

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by =>50% black people		4		
OR Business owned by <50% black people		1		
Business owned by =>50% women		3		
OR Business owned by <50% women		1		
Business owned by =>50% Youth (age <= 35 years on the closing date)		5		
OR Business owned by <50% Youth (age >35 years on the closing date)		3		
Business owned by People with Disability / Military veteran		2		
Small Enterprise (SMME Category – QSE/EME)		2		
Promoting Locality - Business located within Ntabankulu		4		
OR Promoting Locality - Business located in Alfred Nzo District		3		
OR Promoting Locality - Business located Eastern Cape		2		
OR Promoting Locality - Business located South Africa		1		

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer (in writing), 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, the employer shall 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.

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.

PART T1.3 PREFERENTIAL PROCUREMENT REGULATIONS

T1.3 PREFERENTIAL PROCUREMENT REGULATIONS

NB: PLEASE ENSURE THAT YOU HAVE ATTACHED THE FOLLOWING DOCUMENTS:

Service providers are requested to attach the following mandatory documents for their bids on the pages indicated in the bid document:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s
- Valid original or certified copy of BBBEE Verification Certificate, or original sworn affidavit
- Project team with their full CV's

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- Proposed work programme
- Proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator.
- An approved formal guarantee or a letter of intent from the proposed guarantor
- Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended)
- Preliminary Occupational health and safety plan
- A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate for every separate bid and a joint venture agreement.
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid.

NB: Verification of CIDB grading on CIDB website will be conducted during evaluation. Tender documents must be filled/completed in its original format; no copies will be accepted. Failure to submit the mandatory document will deem the tender non-responsive and it will not be evaluated further.

IMPORTANT NOTICE:

SHOULD A VALID ORIGINAL TAX CLEARANCE CERTIFICATE NOT BE ATTACHED, OR NOT SIGNED BY THE SARS BY CLOSING OF THE TENDER, THE TENDER WILL NOT BE CONSIDERED.

The lowest or any tender will not necessarily be accepted and the Council reserves the right to accept any portion of any tender and to waive any requirements as contained in the tender conditions.

Tenders will be adjudicated in accordance to Council's Supply Chain Management Policy, based on the Preferential Procurement Policy Framework Act, Act no. 5 of 2000.

This tender is issued under condition that the tenderer should at any stage during production or execution or on completion of the tender be subject to inspection. The premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the Procurement Section of Council.

The tenderer shall provide, if required all the required facilities for the inspections, tests and analysis of the supplies free of charge and shall, if required, provide all the materials, samples, labour and available apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified.

The tenderer also agrees that the financial standing of the tenderer and his ability to manufacture or to supply goods or services as stipulated in the tender may be examined as part of the inspection.

IMPORTANT NOTICE TO ALL BIDDERS / TENDERERS

No tender will be considered if an original Tax Clearance Certificate is not attached.

No tender will be considered if correctional fluid (Tipp-Ex) was used. Scratch out the price, rewrite it and sign next to the corrected price.

Tenderers are requested to draw a diagonal line in the space provided for prices on which they do not tender on. This is to ensure that no prices are inserted after closing date.

Tenderers will be disqualified should they submit more than one tender document per company indicating different prices for the same tender.

DIVISIONAL HEAD: SUPPLY CHAIN MANAGEMENT UNIT

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate and Tax Compliance Pin from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tax Compliance Pin in the bid. Failure to submit the valid Tax Clearance Certificate/Tax Compliance Pin will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate and Compliance Pins.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																										
Trading name (if applicable)																										
ID/passport no											Company/Close Corp. registered no															
Income Tax ref no											PAYE ref no	7														
VAT registration no	4										SDL ref no	L														
Customs code											UIF ref no	U														
Telephone no	CODE					NUMBER					Fax no	CODE					NUMBER									
E-mail address																										
Physical address																										
Postal address																										

Particulars of representative (Public Officer/Trustee/Partner)

Surname																										
First names																										
ID/passport no											Income Tax ref no															
Telephone no	CODE					NUMBER					Fax no	CODE					NUMBER									
E-mail address																										
Physical address																										

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Particulars of tender (if applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/ agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

CCYY MM DD

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

CCYY MM DD

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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 NUMBER

Item	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
------	----------	-------------	---------------------------

R

**** (ALL APPLICABLE TAXES INCLUDED)**

MBD 4

DECLARATION OF INTEREST

(NOTE: ALL DIRECTORS MUST FILL AND SIGN. IF DIRECTORS ARE MORE THAN 5, BIDDERS SHOULD MAKE MORE COPIES)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

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

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

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.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) for all procurement expected to exceed R10 million (VAT 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 a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.

YES / NO

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion 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

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. **GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person; 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. **POINTS AWARDED FOR PRICE**

3.1 **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

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

Where

- P_s** = Points scored for price of bid under consideration
- P_t** = Price of bid under consideration
- P_{min}** = Price of lowest acceptable bid

4. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. **BID DECLARATION**

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 B-BBEE Status Level of Contributor: =..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?
(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in

.30

+terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business.....

- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

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

DATE:

ADDRESS

.....

.....

WITNESSES

1.

2.

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"Bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"Designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"Duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"Imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"Local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"Stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %

	%
	%

4. Does any portion of the services, works or goods offer have any imported content?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as, correct?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (Full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
------------------------------	---

Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.**

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). 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)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐

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

CERTIFICATION

I, the undersigned (full name) certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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.
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.

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

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

PART T2: RETURNABLE SCHEDULES

PART T2.1

LIST OF RETURNABLE SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Responsiveness - Returnable Schedules required for tender evaluation purposes

- A. Joint-Venture Disclosure Form
- B. Compulsory Enterprise Questionnaire
- C. Record of Addenda to Tender Documents
- D. Proposed Amendments and Qualifications
- E. Schedule of Subcontractors
- F. Certificate of Contractor Registration issued by the Construction Industry Development Board.
- G. Tax Clearance Certificate and Compliance Pin
- H. Company Registration Documents
- I. Copies of Identity Documents, Partners and Directors
- J. COIDA Letter of Good Standing
- K. Attendance of Site Inspection (Clarification Meeting)
- L. Certificate of Authority for Signature
- M. Municipal Rates and Taxes
- N. CSD Registration
- O. Company Composition

2. Functionality - Returnable Schedules required for tender evaluation purposes

- P. Plant and Equipment
- Q. Schedule of the Tenderer's Experience (work undertaken for other institutions)
- R. Schedule of work undertaken for Ntabankulu Local Municipality
- S. Curriculum Vitae of All Proposed Project Team Members
- T. Proposed Method Statement (Quality Plan) for the Execution of the Project
- U. Health and Safety Plan
- V. Surety, Financial Statement, Bank Rating
- W. Declaration (Validity of Information Provided)
- X. Local Subcontractors

PART T2.2

RETURNABLE SCHEDULES

T2.2 - 1. RESPONSIVENESS RETURNABLE DOCUMENTS

A. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- .
- The joint Venture is also required to have a B-BBEE certificate under the JV name, failure of not submitting the JV B-BBEE certificate will result in zero points for preferential points.
- a) Name
 - b) Postal address
.....
.....
 - c) Physical address
.....
.....
 - d) Telephone.....
 - e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners) |

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address

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Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits). **The joint venture must have a single account and proof from the bank. Account should be in the JV name.**

- (a) Joint Venture cheque signing

- (b) Authority to enter into contracts on behalf of the Joint Venture

-
.....
.....
(c) Signing, co-signing and/or collateralising of loans

-
.....
.....
(d) Acquisition of lines of credit

-
.....
.....
(e) Acquisition of performance bonds

-
(f) Negotiating and signing labour agreements
.....
.....
.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
.....

- (b) Major purchasing
.....

- (c) Estimating
.....

- (d) Technical management
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the "managing partner", if any,

.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

NTABANKULU LOCAL MUNICIPALITY
NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

NTABANKULU LOCAL MUNICIPALITY
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Address

Telephone

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

(Continue as necessary)

B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

*Insert separate page if necessary

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

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

Signed

Date

Name

Position

*Enterprise
name*

C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

E. SCHEDULE OF SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

**F. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE
CONSTRUCTION INDUSTRY BOARD**

The bidder is to affix to this page documentation (showing CRS No) proving **registration** with the **CIDB** as a category **5CE** contractor.

Note:

1. **Failure to affix applicable documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.**
2. In case of a joint venture being the bidder, the CIDB documentation (showing CRS No) of all the joint venture partners to be attached to this page.

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!
**FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID**

G. TAX CLEARANCE CERTIFICATE

Attached the following documents to this page

Notes:

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!

**FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID**

H. COMPANY REGISTRATION DOCUMENTS

Submission of company registration documentation of the tendering entity.

In case of joint ventures (all joint venture partners), the documentation of all joint venture partners to be attached.

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!

**FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID**

I. COPIES OF IDENTITY DOCUMENT OF PARTNERS OR DIRECTORS

Tenders shall attach certified copies of ID documents (not older than 3 months) of all directors, partners, members or owners of the bidding entity to this page. In the case of joint ventures, the above will apply to all joint venture partners.

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!

**FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID**

J. COIDA LETTER OF GOOD STANDING

Submission with the tender, of a valid "letter of good standing", in terms of occupational health and safety issued by an approved compensation insurer.

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!
FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID

K. CERTIFICATE OF BIDDER'S VISIT TO THE SITE

This is to certify that, I

representative of (bidder)

.....

.....

of (address)

.....

.....

.....

Telephone number:

Fax number:

in the company of (Engineer)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER'S REPRESENTATIVE: (Signature)

(Name).....

ENGINEER'S REPRESENTATIVE: (Signature)

(Name).....

L. CERTIFICATE OF AUTHORITY FROM TENDERING ENTITY

This Returnable Schedule is to be completed by companies and close corporations.

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	C Joint Venture	E Close Corporation

A. Certificate for company

I, _____, chairperson of
the board of directors of _____, hereby
confirm that by resolution of the board of Directors taken on _____ Mr/Ms
_____ acting in the capacity of
_____ is authorized to sign the tender and
any and all other documents and/or correspondence in connection with and relating to the
tender, as well as to sign any contract, and or all documentation resulting from the award of the
tender to the enterprise mentioned above.

_____	_____	_____
Name of Authorised person	Signature	Date

_____	_____	

Name Chairperson of board of directors	Signature	Date

C. Certificate for Joint Venture**RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE**

Resolution of a meeting of the board of Directors/ Members/ Partners of

Name of Tenderer

Held at _____ on _____

RESOLVED THAT:

1. The enterprise submits a tender to Ntabankulu Local Municipality in respect of the following project:

Bid No:

As consortium/ Joint Venture comprising (list all the legally correct full names and Registration numbers if applicable, of the enterprises forming the consortium / Joint venture.....
.....

2. Mr/ Mrs/Ms _____

In his/her capacity as _____

And who will sign as follows: _____

Specimen signature(s)

Be, and is hereby, authorized to sign the tender and any and all documents and/or correspondence in connection with and relating to tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the consortium/ joint venture enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accepts jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with contract to be entered into with Ntabankulu Local Municipality in respect of the project described above under item1.
4. The consortium/ Joint venture enterprise chooses as its Domicilium et citandi for all purposes arising from this joint venture agreement and contract with Ntabankulu Local Municipality in respect of the project under item

.....

Note: The resolution must be signed by all directors or members/ partners of the tendering enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format.

1	Lead partner		
2			
3			

E. Certificate for Close Corporation

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS/ MEMBERS/ PARTNERS

RESOLUTION of a meeting of the Board of Directors/Members/ Partners of

(Name of tenderer)

Held at _____ (place) on

RESOLVED THAT:

1. The enterprise submits a tender to the NTABANKULU LOCAL MUNICIPALITY in respect of the following project:

Bid No:

2. Mr/Ms/Mrs _____

In his capacity as _____ and who will sign as follows:

(Specimen signature)

Be, and is hereby, authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/ partners of the tendering enterprise.

Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below?

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

M. PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

Proof of payment of Municipal Services for business properties as well as residential properties registered in the name(s) of all shareholders and/or director for the Local Municipality the Tenderer is residing in.

Proof of Municipal Services Must not be in Arrears more than 90 days. Those without municipal accounts must submit a letter from their Ward Counsellors

N. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

All suppliers as re required to be registered under the Central Supplier Database (CSD) Registration.

The Tenderer is required to submit with this tender the latest CSD Summary Report. The Tenderer should ensure all information pertaining to other returnable schedules such as, Banking Details, Tax Compliance, etc is verified and up to date.

The CSD website address where the CSD resides is: <https://secure.csd.gov.za>. If you require any information from the National Treasury regarding the use and the content of the CSD, please direct such a request on the contact link.

Signed	Date
Name	Position
Tenderer	

O. COMPOSITION OF COMPANY - GENERAL

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All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID No.	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERS HIP	% OWNED	VOTING %

Signed

Date

Name

Position

Tenderer

X. LOCAL SUBCONTRACTORS

Local Subcontracting:

- a) By bidding on this bid, the bidder commits themselves to allocate a minimum of 10% to maximum of 30% of the work to EME OR QSE contractors, as according to the Draft Preferential Procurement Regulations, 30% of all Government Contracts above R30 million must be sub-contracted to specific categories of SMME's. These categories are:
- Black female owned EME's or QSE's;
 - Black youth owned EME's or QSE's;
 - Black owned EME's or QSE's.
- b) The bidder must submit a letter that indicates the percentage of work that will be allocated to EME OR QSE. This letter will serve as confirmation that the bidder commits themselves to allocate percentage of work to EME or QSE and will further be used for pre-compliance for evaluation process
- c) Bidders should note that a report should be submitted with each invoice, signed by the EME OR QSE contractor and NLM project representative, indicating the work performed by the EME OR QSE related to that particular invoice.
- d) Bidders that are categorised as EME OR QSE according to their B-BBEE status will be awarded full points for this criterion.
- A tender subcontracting a maximum of 30% to –
 - An EME or QSE which is at least 51% owned by black people.
 - An EME or QSE which is at least 51% owned by black people who are youth.
 - An EME or QSE which is at least 51% owned by black people who are women.
 - An EME or QSE which is at least 51% owned by black people with disabilities.
 - A cooperative which is at least 51% owned by black.
 - An EME or QSE which is 51% is at least owned by black people who are military veterans.
 - A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

The EME and QSE can be sourced from the NTABANKULU LOCAL MUNICIPALITY Database of Local SMME Contractors, however should be compliant with SARS, CIDB, CSD and SARS as regulated.

The Bidder hereby certifies that the Letter for work to be allocated to EME or QSE as required by the Bid, has been submitted and is attached after this page

Signed	Date
Name	Position
Tenderer	

ATTACH THE LETTER AFTER THIS PAGE

T2.2 - 2. FUNCTIONALITY - RETURNABLE DOCUMENTS

P. SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

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DESCRIPTION OF MODEL	OWNER	WHEN AVAILABLE

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Q. PAST EXPERIENCE - WORK UNDERTAKEN FOR OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND	EMPLOYER CONTACT NO.
----------	----------------	---------------	--------------	----------------------

NTABANKULU LOCAL MUNICIPALITY
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			COMPLETION DATE	

Signed

Date

Name

Position

Tenderer

R. PAST EXPERIENCE – WORK UNDERTANKEN FOR NTABANKULU LM

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR NTABANKULU LOCAL MUNICIPALITY			
NAME OF CONTRACT	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

S. CURRICULUM VITAE OF ALL PROPOSED PROJECT TEAM MEMBERS

The Bidder must insert in the space below, details of staff and workmen he intends employing on the Contract.

CATEGORY	NUMBER		DAYS TO BE EMPLOYED	MAN-DAYS
	IMPORTED	LOCAL		

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a) Clerks				
b) Operators				
c) Skilled labourers				
d) Semi skilled labourers				
e) Unskilled labourers				

Specify the name, qualifications and experience of the **contract manager**

Please note the required labour-intensive competencies of supervisory and management staff in the "scope of works"

Name_____

Qualifications_____

Experience_____

Professional
Registration_____

Specify the name, qualifications and experience of the **site agent**

Please note the required labour-intensive competencies of supervisory and management staff in the "scope of works"

Name_____

Qualifications_____

Experience_____

Professional
Registration_____

Specify the name, qualifications and experience of the **general foreman**

Please note the required labour-intensive competencies of supervisory and management staff in the "scope of works"

Name_____

Qualifications_____

Experience_____

Professional
Registration_____

Registration_____

Specify the name, qualifications and experience of the **health and safety representative**

Name_____

Qualifications_____

Experience_____

Specify the name, qualifications and experience of the person who will compile the **Health and Safety plan**

Name_____

Qualifications_____

Experience_____

Curriculum Vitaes of all the above-mentioned personnel to be attached for evaluation purposes.

Signed

Date

Name

Position

Tenderer

T. SCHEDULE OF APPROACH AND METHODOLOGY

U HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

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Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

V. SURETY, FINANCIAL STATEMENT AND BANK RATING

SURETY DETAILS

The Surety we intend providing is from

.....

Contact Person

Contact Telephone numbers

Type of Surety

A letter of intent must be attached failure will result in the tenderer being disqualified.**FINANCIAL STATEMENTS**

I/We hereby agree to furnish a copy of our latest audited set of financial statements, together with the auditor's report, if required by the Employer.

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):

BANK STAMP

Date:

Bank Official Name:

Bank Official Signature:

W. DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Ntabankulu Local Municipality.

.....
SIGNATURE OF DECLARER

DATE

.....
POSITION OF DECLARER

**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the Ntabankulu Local Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Ntabankulu Local Municipality may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the Ntabankulu Local Municipality may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between Ntabankulu Local Municipality and such bidder.

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.

Signed

Date

.....
Name

.....
Position

.....
Tenderer

X. LOCAL SUBCONTRACTORS

Local Subcontracting:

- e) By bidding on this bid, the bidder commits themselves to allocate a minimum of 10% to maximum of 30% of the work to EME OR QSE contractors, as according to the Draft Preferential Procurement Regulations, 30% of all Government Contracts above R30 million must be sub-contracted to specific categories of SMME's. These categories are:
 - Black female owned EME's or QSE's;
 - Black youth owned EME's or QSE's;
 - Black owned EME's or QSE's.
- f) The bidder must submit a letter that indicates the percentage of work that will be allocated to EME OR QSE. This letter will serve as confirmation that the bidder commits themselves to allocate percentage of work to EME or QSE and will further be used for pre-compliance for evaluation process
- g) Bidders should note that a report should be submitted with each invoice, signed by the EME OR QSE contractor and NLM project representative, indicating the work performed by the EME OR QSE related to that particular invoice.
- h) Bidders that are categorised as EME OR QSE according to their B-BBEE status will be awarded full points for this criterion.
 - i) A tender subcontracting a maximum of 30% to –
 - ii) An EME or QSE which is at least 51% owned by black people.
 - iii) An EME or SQE which is at least 51% owned by black people who are youth.
 - iv) An EME or QSE which is at least 51% owned by black people who are women.
 - v) An EME or QSE which is at least 51% owned by black people with disabilities.
 - vi) A cooperative which is at least 51% owned by black.
 - vii) An EME or QSE which is 51% is at least owned by black people who are military veterans.
 - viii) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

The EME and QSE can be sourced from the Ntabankulu Local Municipality Database of Local SMME Contractors, however should be compliant with SARS, CIDB, CSD and SARS as regulated.

The Bidder hereby certifies that the Letter for work to be allocated to EME or QSE as required by the Bid, has been submitted and is attached after this page

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	

ATTACH THE LETTER AFTER THIS PAGE

PART T2.3

RETURNABLE SCHEDULE

T2.3 – PREFERENTIAL POINTS - RETURNABLE DOCUMENT

PREFERENTIAL POINTS/ BIDS ADJUDICATION ON POINTS BASIS

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by Ntabankulu Local Municipality in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price 80
- B-BBEE Status Level Contributor.....20

The Bid obtaining the highest number of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher B-BBEE points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited.

1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

- 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).

The value of this bid is estimated to be below R50 000 000 and therefore the 80/20 system shall be applicable.

Adjudication Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor

THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:**1.3.1.1 PRICE****POINTS
80****1.3.1.2 B-BBEE POINTS**

B-BBEE Status Level of Contributor	Number of points allocated
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
9	0

Bidders whose annual turnover does not exceed R5 million are Exempted Micro Enterprises in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporations Act 69 of 1984) or an accredited verification agency. **Joint Ventures must submit a B-BBEE certificate of the JV or preferential point will not be awarded.** Bidders other than Exempted-Micro Enterprises must submit their original and valid B-BBEE status level verification certificates, or certified copies thereof, substantiating their B-BBEE rating. B-BBEE status level verification certificates will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA).

Total points for Price and B-BBEE must not exceed 100.

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The client reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the client.

2. GENERAL DEFINITIONS

- 2.1.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.1.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.1.3 **"Comparative price"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

- 2.4.1 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4.2 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4.3 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2017.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.6.2 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.6.3 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9.1 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) ("the interim Constitution"); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.10.1 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.10.2 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person"** includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

- 2.15 **"Small, Medium and Micro Enterprises (SMMs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

W. B-BBEE CERTIFICATE

An authentic B-BBEE Certificate must be submitted in order to claim preferential points, and must reflect and have the following:

- B-BBEE status level verification certificates will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) - **Registration No, of provider will be verified.**
- Following must be reflected:
 - Issue date
 - Expiry date
 - Certificate no. (for verification with service provider)
 - Scorecard
- Joint Ventures must submit a B-BBEE certificate of the JV or preferential point will not be awarded
- AN AFFIDAVIT BY EME OR QSE

PLEASE ATTACH (FIX) THE REQUIRED DOCUMENTATION TO THIS PAGE!

**FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE
BID**

PART C1: AGREEMENT & CONTRACT DATA

PART C1.1

FORM OF OFFER AND ACCEPTANCE

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

**BID: NLM/TS/NSF3/2023/24- CONSTRUCTION OF NTABANKULU SPORT FIELD
PHASE 4**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....

Rand (in words); R (In figures)

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

Signature

Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work.
Part C4:	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Date

Name

Capacity

For The Employer

NTABANKULU LOCAL MUNICIPALITY
P. O. Box 234
Ntabankulu
5130

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and

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

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.

PART C1.2

CONTRACT DATA

C1.2 – CONTRACT DATA

CONTRACT DATA

CONDITIONS OF CONTRACT

Joint Building Contracts Committee Series 2000 - Principal Building Agreement – Edition 6.1”, published by the Joint Building Contracts Committee (JBCC) are applicable to this contract. The above-mentioned documents have been prepared by the Joint Building Contracts Committee Inc. and recommended by the JBCC Constituents; Consulting Engineers of South Africa, Association of South African Quantity Surveyors, Master Builders South Africa and the South African Institute of Architectural Technologist and copies of these documents are obtainable from any of the above bodies.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the Joint Building Contracts Committee Series 2000 - Principal Building Agreement – Edition 6.1, are applicable to this Contract:

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

REFERENCE TO:	CLAUSE.	INFORMATION.
Construction Period	1.1.13	The time for completing the works is 6 months including all relevant special non-working days.
Contractor.	1.1.14	
Defects	1.1.22	The Defects Liability Period is 6 months measured from the date of the Certificate of Completion.
Employer.	1.1.24	The Employer is Ntabankulu Local Municipality
Principal Agent	1.1.43	May also be referred to as the Engineer/Implementation Agent
Value of Works	1.1.54	Add the following as Clause 1.1.54 “Value of Works” means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
Commencement Date	1.1.55	Add the following as Clause 1.1.55 “Commencement Date” means the date of receipt by the Contractor of any of the following whichever date of receipt is the earliest: 1. Letter of acceptance 2. Handover of Site 3. Order to commence from Engineer
	1.1.56	Add the following as Clause 1.1.56 “The Contractor hereby indemnifies the Employer and the Employer’s Implementing Agent against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other

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		intellectual property right in connection with the Works outlined in this Contract.”
	1.1.57	Add the following as Clause 1.1.57 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.”
Ambiguity	1.1.58	Add the following as Clause 1.1.58 “In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: 1. Form of Offer and Acceptance and Schedule of Deviations 2. Contract Data 3. JBCC Series (2000) 4. Project Specifications 5. Working Drawings 6. Departmental guidelines and manuals/prescripts 7 Schedule of Quantities”
Design Responsibility	7.0	Replace the following under clauses 7.1-3 “Contractor” with “Engineer/Principal Agent” and replace “Principal Agent” with “Employer”.
Engineer’s Representative	6.7	Add the following as sub clause 5.7 The Engineer may delegate an Engineer’s Representative on site.
Contractor’s right to refer to Engineer	6.8	Add the following as sub clause 6.8 “The time limit for referring the matter to the Engineer by the Contractor shall be twenty-one (21) days after the decision in question was given by the Engineer’s Representative”.
Specific Approval of the Employer required	6.9	Add the following as sub clause 6.9 Without detracting from Clauses 6.1 – 6, The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the JBCC Series 2000 – Principal Building Agreement: • The issuing of instructions for dealing with fossils and the like. • Authorising the Contractor to repair and make good excepted risks. • The issuing of variation orders and adjustment of the Contract Value as per Clause 26 • The issuing of an instruction to accelerate progress • The approval of any revision of date for practical completion in terms of Clause 23.1 • The reduction of any penalties liable from the Contractor to the Employer in terms of Clauses 24.1-3

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		• The determination of additional or reduced costs arising from changes in legislation in terms of Clause 2.1
Compliance with the Health and Safety Regulations	2.2	Add the following as Clause 2.2 "The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act : (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2017, and prepare a suitably and sufficiently documented health and safety plan as contemplated in

		regulation 5(1) of the Construction Regulation of 2017 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2017, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."
Compliance with the Environmental Regulations	2.2	Add the following new clause 2.2: "The Employer and the Contractor hereby agree, in terms of the provisions of the National Environmental Management Act (NEMA), 1998, Act (107 of 1998)": (a) The Contractor shall assume responsibility for compliance with the Environmental Management Plan (EMP) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract."
Damage or physical loss	27.1.6	Delete this Clause and place as follows: "risk arising from political riot, strike, civil commotion, lockout, disorder by persons other than the contractor's personnel and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks".
Insurances	10.1	Delete Clause 10.1 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.2) (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.1, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of (aa) the Contract Price, a sum to cover the value (specified at the time of delivery to the Contractor) of

		materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 2 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract: Provided that the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1, and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. (2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa. (3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld. (4) The Contractor shall produce to the Employer the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance. (5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies. (6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer. (7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of
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		the Occupational Health and Safety Act, No. 85 of 1993.
Limit of indemnity	10.1.2	Add the following: "R2 000 000 per claim, the number of claims being unlimited"
Other Insurances	10.1.3	Add the following clause: Other insurances required by the Employer will be provided by the Contractor
Insurance of Works Effective Period	10.1.1	Add the following Clause: "Insurance of the works shall continue until the expiration of the Defects Liability Period."
Workmen's Compensation	10.1.5	Add the following as Clause 10.1.5 as follows: "Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)". The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Proof of WCA Payment		
Cession Subcontractors and Material Suppliers	4.4	Add the following to new sub clause 4.4 The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per JBCC 2000 Series – Principal Building Agreement and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full
Delivery of Security/Guarantee	11.1.1	Replace with the following: "The Contractor shall deliver the Form of Guarantee selected in the Contract Data to the Employer within 14 days of receipt of the signed Form of Offer and Acceptance. Any expenditure incurred in doing so shall be borne by the Contractor."
Guarantee	11.1.2	Add the following: "The guarantee will be fixed at 10% of the contract amount. Retention guarantee not acceptable"
Guarantee	11.1.3 – 11.1.5	Delete these clauses
Required Documents Prior Commencement of the Execution of the Works	12.2.3	Add the following clause: The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer Clause 2.2)

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		- Initial programme (Refer Clause 12.2.5) - Security (Refer Clause 11.1-2) - Insurance (Refer Clause 10) - Site Quality Management System - Project Team as per the Clause F.3.11.3 of Section T1.2 – Tender Data
	12.2.3	Add the following: The time to submit the documentation required before commencement with Works execution is within 14 days of receipt of the signed Form of Offer and Acceptance
Programme of Works	12.2.5	Within seven (7) days of the Commencement Date
Access to Site	13.2.5	Add the following clause: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.
Instructions	17.6	Add the following as Clause 17.6.: "The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."
Preclusion of seizure by Plant Owners	19.2	Add the following as Clause 19.2 "In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer."
	19.3	Add the following as clause 19.3 "When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 19.1 and 19.2 in respect of constructional plant brought to the site by the subcontract."
Engagement of domestic subcontractors and labour	16.9	Add the following as clause 16.9 The Contractor is to utilize local/domestic subcontractors and labour where possible.

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Contractor's Employees	16.10	Add the following clause 16.10 The Contractor or his representative shall attend all site meetings with the Employer on the dates as nominated by the Employer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.
Contractor's Superintendence	16.11	Add the following clause 16.11 The Contractor is responsible for the behaviour and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behaviour, and shall indemnify the Employer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel.
Defects liability period	21.1	Delete clause and replace with the following: The Defects Liability Period is 6 months measured from the date of the Certificate of Completion
Defects liability period	21.2.3	Add the following Sub-Clause 21.2.3. "In the event of the Contractor not completing all the outstanding work within the period specified by the Employer, the Employer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Employer. The full retention applicable to the Period of Maintenance shall apply to such extension."
Extension of time for practical completion	21.1	Delete clause and replace with: In general, extension of time for the completion of Works will, in terms of the Joint Building Contract Committee, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time

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		be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date or set against any over-provision that may have occurred in the abovementioned schedule. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained																												
Extension of Time for Practical Completion	23.1	Add the following: "There will be no extension of time unless agreed to by all parties in writing."																												
	23.1.1	Add to Clause 23.1.1: "The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. <table><tr><th>Month</th><th>Expected number of working days to be lost as a result of normal rainfall</th></tr><tr><td>January</td><td>3</td></tr><tr><td>February</td><td>3</td></tr><tr><td>March</td><td>3</td></tr><tr><td>April</td><td>3</td></tr><tr><td>May</td><td>2</td></tr><tr><td>June</td><td>2</td></tr><tr><td>July</td><td>2</td></tr><tr><td>August</td><td>2</td></tr><tr><td>September</td><td>2</td></tr><tr><td>October</td><td>3</td></tr><tr><td>November</td><td>3</td></tr><tr><td>December</td><td>3</td></tr><tr><td>TOTAL</td><td>31 days</td></tr></table> If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Engineer in writing and reprogram the works to complete within the contract period. There will be no extension of time or additional payment for abnormal climate conditions."	Month	Expected number of working days to be lost as a result of normal rainfall	January	3	February	3	March	3	April	3	May	2	June	2	July	2	August	2	September	2	October	3	November	3	December	3	TOTAL	31 days
Month	Expected number of working days to be lost as a result of normal rainfall																													
January	3																													
February	3																													
March	3																													
April	3																													
May	2																													
June	2																													
July	2																													
August	2																													
September	2																													
October	3																													
November	3																													
December	3																													
TOTAL	31 days																													
Claims Procedure	23.5	Amend the Clause as follows: Replace the word "forty" with "twenty-eight" and the number "40" with "28". Add the following to the clause:																												

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		A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Penalty for Delay	24.1.1	Add the following to sub-clause 24.1.1: "The penalty for failing to complete the works within the time limit, plus approved extensions of time is R 1 500 per calendar day or part thereof." Add the following new sub-clauses: "24.1.2 The provisions of sub-clause 24.1.3 shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule. If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works. 24.1.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 24.1.1 to 24.1.4 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any moneys in his possession that are or may become due to the Contractor. 24.1.5 The imposition of any penalties in terms of Sub-clauses 24.1.1 to 24.1.4 shall not limit the Engineer's nor Employer's right to act in terms of sub-clauses 36.1 and 37.1.
Date of payment certificate submission	25.7	Add the following clause: The Contractor's payment certificate will be submitted no later than the 25th of the month.
Payment Period	25.7	Replace the word "fourteen" with "thirty" and the number "14" with "30".
Payment Period	25.11	Replace the word "seven" with "thirty" and the number "7" with "30".
Interest Payment	25.4.4	Delete clause
Suspension of Works	28.4	Add the following to this clause: If the Engineers is not Raymond Mhlaba Local Municipality, he is in terms of his appointment by the Employer required to obtain the specific approval of the Employer for the execution of the following duties: (i) The issuing of an order to suspend the progress of the Works, as the extra cost resulting from which order is to be borne by the Employer, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time.

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		(ii) The issuing of an order to vary the Works, the estimated effect of which will be to increase the Contract Price by an amount exceeding R 50 000, the valuation of a variation order and the adjustment of the Preliminary and General allowances. iii) The approval of any claim by the Contractor. Add the following: "In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: 1. Form of Offer and Acceptance and Schedule of Deviations 2. Contract Data 3. JBCC Series 2000 4. Project Specifications 5. Working Drawings 6. Raymond Mhlaba Local Municipality guidelines and manuals/prescripts 7. Schedule of Quantities
Contract Value Adjustment	26.1	Delete clause and replace with: Contract Value adjustment not applicable in the contract.
Amendments to Schedule of Quantities	26.13	Add the following clause: "The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable. The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded."
Cancellation of Contract	29.33	Add the following clause: If the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may recover damages and losses.
Adjudication	30.6.1	The number of Adjudication Board Members to be appointed is three.
Dispute Resolution	30	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms
Valuation of material brought onto site	31	Add to the following Clause:

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		Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Notice of Work during non-working times	32	Add the following to Clause "The cost of supervision by the Engineer or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 18491 of 5 December 1997 shall be to the Contractor's account."
Vesting of Materials	33	Add the following Clause; "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Employer of any materials which are not his sole property."
Material on Site	34	Add the following clause; The percentage advance on materials not yet built into the Permanent Works is 80%. "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma"
Information in respect of plant	35	Add the following clause; (a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, leasers or owners thereof, shall be supplied to the Employer by the Contractor.
		(b) The Employer may, in order to avoid seizure by the hirer, owner or leaser, at the Employer's option, pay to such hirer, owner or leaser the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.

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		(c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Quality of materials and Worksmanship	36	Add the following clause; "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Employer."
Community Liaison Officer (CLO)	37	Add the following clause; A CLO must be appointed by the Contractor and will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.
Project Steering Committee (PSC)	38	Add the following clause; The PSC will be form part of the Site Meetings and will be compensated as allocated in the Bill of Quantities
Labour costs	39	Add the following clause; The minimum statutory labour rates as set by the Department of Labour for the Eastern Cape area must be adhered to by the contractor. This will not apply to works implemented in terms of the EPWP guidelines.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The Contractor is
	The Contractor's address for receipt of communications is:
1.2.1.2	Physical address: Postal address:
	
	
	
	Telephone:
	Fax:
	E-mail:

PART 3: SPECIAL CONDITIONS OF CONTRACT

NOTE THAT THIS PROJECT HAS NOT BEEN REGISTERED AS AN EPWP PROJECT, BUT WILL BE EXECUTED ACCORDING THE FOLOWING EPWP PRINCIPLES.

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, Extended 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 an Extended Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- 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 EPWP;
 - (c) "worker" means any person working in an elementary occupation on a EPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
 - (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 an EPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP
- 2.3 Employment on an EPWP 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.
- 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.
- 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
 - (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 EPWP 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 EPWP;
 - (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 EPWP.
- 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 –
- (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 EPWP.

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.

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 EPWP;

- (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 EPWP 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.
- 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 EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.

PART C1.3

CONTRACT DATA

C1.3 – PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical Address:

"Employer" means: **NTABANKULU LOCAL MUNICIPALITY**

"Contractor" means:

"Engineer" means: **PROJECT MANAGER, PMU AND SENIOR MANAGER**

"Works" means: **CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD**

"Site" means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties

"Contract Sum" means: The Accepted amount inclusive of tax (where applicable) or R.....

Amount in words:

"Guarantee Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry date" means:

CONTRACT DETAILS

The Engineer issues: Interim Payment Certificates, Final Payment Certificate and Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of Performance Guarantee up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 a copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract, and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 a first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1, and the sum certified has still not been paid;
 - 4.3 a copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called upon in terms of 5; or
 - 5.2 a provisional of final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of the payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor

showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear the interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having the jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's representative (1)

Guarantor's signatory (1)

Capacity

Guarantor's representative (2)

Guarantor's signatory (2)

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Capacity

Witness name (1)

Witness signatory (1)

Witness name (2)

Witness signatory (2)

PART C2: PRICING DATA

PART C2.1

PRICING INSTRUCTIONS

C2.1 – PRICING INSTRUCTIONS

- C2.1.1 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 tender for an item.
- Lump Sum: An amount tender 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.
- C2.1.2 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.
- C2.1.3 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.
- C2.1.4 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. 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.
- C2.1.5 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 tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble. If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender 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 tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- C2.1.6 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 also directed to the relevant provisions of the SANS Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in SANS Standard Specifications, the net 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.
- C2.1.7 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.
- C2.1.8 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.9 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.
- C2.1.10 The provisions of Clause 17.1.13 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.11 Subject to the conditions stated in paragraph C2.1.12 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. Adjustment of the rates will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

Arithmetical errors of responsive tenders will be corrected in the following manner: Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.

In the Bill of Quantities, if there is an error in the line-item total resulting from the product of the quantity and the unit rate, the line-item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line-item total 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 Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tender total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.2 – SCHEDULE OF QUANTITIES

BILL 1 - PRELIMINARIES

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
		BILL 1 - PRELIMINARIES				
		<u>SECTION A: PRELIMINARY AND GENERAL</u>				
	SANS (SABS) 1200 A	as specified in SANS 1200 A and in the project specifications				
1,1	8,3 8.3.1	Contractual requirements	Sum	1		
1,2	8.3.2	Establishment of facilities on the site				
1,2,1	PSAB 1	a) Facilities required by Engineer Contract sign boards	No	1		
1,2,2		b) Facilities required by Contractor	Sum	1		
1,2,3	8.3.3	General responsibilities and other fixed charge obligations	Sum	1		
1,2,4	8.3.4	Removal of site establishment	Sum	1		
1,2,5	PSA 1	Compliance with the OHS Act regulations	Sum	1		
1,3	8,4	SCHEDULED TIME- RELATED ITEMS				
1,3,1	8.4.1	Contractual requirements	Sum	1		
1,3,2	8.4.2	Operation and Maintenance of Facilities on Site				
1,3,3		a) Facilities required by Engineer	Sum	1		
1,3,4		b) Facilities required by Contractor	Sum	1		
1,3,5	8.4.3	General responsibilities and other time related obligations	Sum	1		

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1,4	8,5	PROVISIONAL SUMS				
1,4,1	PSA 2	Additional Tests required by Engineer Overheads and profit on item 1.3.1	Prov Sum %	1	30 000,00	30 000,00
1,4,2	PSA 4	Community Liaison Officer Overheads and profit on item 1.3.3	Prov Sum %	1	40 000,00	40 000,00
		Technical Training	Prov Sum	1	1	50 000.00
1,4,3		Project Liaison Committee Overheads and profit on item 1.3.3	Prov Sum %	1	24 000,00	24 000,00
1,4,4		Additional survey required by the Engineer Overheads and profit on item 1.3.5	Prov Sum %	1	15 000,00	15 000,00
1,4,5		Employer's Health and Safety Officer	Prov Sum %	1	40 000,00	40 000,00
1,4,6		As built Drawings & Records	Prov Sum %	1	3 500,00	3 500,00
	TOTAL OF SECTION A CARRIED TO SUMMARY				R	

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ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
		BILL 2 - CONSTRUCTION OF COMBI-COURT				
	SANS (SABS) 1200 C	<u>EARTHWORKS</u> as specified in SANS 1200 C and in the project specifications				
2,1	PSC 8.2.1 & 8.2.9	Clear and grub area where directed by the Engineer including transportation of material and debris to unspecified sites and dump Engineer	m ²	940,0		
2,2	8.3.2(a)	b) Excavate in all materials and dispose. Rate to include transportation of material to unspecified sites and dump	m ³	200,0		
2,3	8.3.2(a)	a) Extra over for:				
2,3,1		1. Intermediate excavation	m ³	25		
2,3,2		2. Hard rock excavation	m ³	5		
2,4	PSME 8.3.3	TREATMENT OF SUBGRADE				
2,4,1		a) By ripping material in cut and fill areas to a depth of 150mm and recompacting to 95% MOD ASSHTO	m ²	940,00		
2,5	SANS (SABS)	<u>SUBBASE, SOIL POISONING, WATERPROOFING, CONCRETE SURFACING, KERBING & CHANNELING, GOAL POSTS, LINE MARKING, TILING AND FENCING OF THE COMBICOURT</u>				
	1200ME, 1200DA, 1200MK,	<i>Note: Work under this item will be done by a Nominated Specialist Subcontractor</i>				
2,5,1		Allow a sum of R785 000.00 for layerworks and other necessary work to complete the combicourt.	Prov Sum	1		785 000,00

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2,5,2		Handling Fee on item 2,5,1	%			
		-				
		-				
		-				
	TOTAL FOR BILL 2 CARRIED TO SUMMARY				R	

BILL 2 - CONSTRUCTION OF COMBI-COURT

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ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
		BILL 3 - 7-A-SIDE SOCCER FIELD				
	SANS (SABS) 1200 C	<u>EARTHWORKS</u> as specified in SANS 1200 C and in the project specifications				
3,1	PSC 8.2.1 & 8.2.9	Clear and grub area where directed by the Engineer including transportation of material and debris to unspecified sites and dump Engineer	m ²	2 872,0		
3,2	8.3.2(a)	b) Excavate in all materials and dispose. Rate to include transportation of material to to unspecified sites and dump	m ³	1 350,0		
3,3	8.3.2(a)	a) Extra over for:				
3,3,1		1. Intermediate excavation	m ³	65		
3,3,2		2. Hard rock excavation	m ³	33		
3,4	PSME 8.3.3	TREATMENT OF SUBGRADE				
3,4,1		a) By ripping material in cut and fill areas to a depth of 150mm and recompacting to 95% MOD ASSHTO	m ²	2350,00		
3,5	SANS (SABS) 1200ME, 1200DA, 1200MK,	<u>SUBBASE, BASE LAYER, CRUSHER DUST LAYER, SOIL POISONING, TURF LAYER, KERBING & CHANNELING, CONCRETE SURFACING, GOAL POSTS, LINE MARKING, AND FENCING OF THE PITCH</u> <i>Note: Work under this item will be done by a Nominated Specialist Subcontractor</i>				
3,5.1		Allow a sum of R1, 295, 000.00 for layerworks and other necessary work to complete the soccer pitch.	Prov Sum	1		1 295 000,00
3,5.2		Handling Fee on item 2,5,1	%			

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	TOTAL FOR BILL 3 CARRIED TO SUMMARY				R	

BILL 3 - 7-A-SIDE SOCCER FIELD

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ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
4		BILL 4 - FENCING <u>SECURITY FENCING - 640m</u> <i>Note: Work on this Section will be done by a Nominated Specialist Subcontractor</i>				
4,1		Allow the sum of R669,000.00 for Perimiter Security Fencing	Prov Sum	1		
4,2		Handling Fee on item 4,1	%			

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	TOTAL CARRIED TO FINAL SUMMARY				R	

BILL 4 - FENCING

BILL 5 - ABLUTION BLOCK

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
		-	-	-		
		<u>BILL 5 - ABLUTION BLOCK</u>	-	-		
		<u>Site clearance</u>				
1		Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	42		
		<u>Excavation in earth not exceeding 2m deep for:</u>	-	-		
2		Trenches	m3	17		
3		Toilet pit	m3	58		
		<u>Extra over trench and hole excavations in earth for excavation in:</u>	-	-		
4		Soft rock	m3	6		
5		Hard rock	m3	3		
		<u>Keeping excavations free of water:</u>	-	-		
6		Allow for keeping all excavations free of water.	Item	1		
		<u>Risk of collapse of excavations:</u>	-	-		
7		Sides of trench and hole excavations not exceeding 1.5m deep	m2	76		
8		Sides of trench and hole excavations exceeding 1.5m deep	m2	13		
		<u>Extra only over all excavations for carting away:</u>	-	-		
9		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	42		
		Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 95% Mod. AASHTO density:				
10		Backfilling to trenches, holes, etc.	m3	13		

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11	<u>G7 filling material supplied and carted onto the site by the Contractor deposited in layers not exceeding 150mm thick after compaction and compacted to a density of 98% Modified AASHTO maximum density:</u> In filling under solid floors.	m3	6		
12	<u>Coarse river sand filling supplied by the contractor compacted to 93% Mod AASHTO density:</u> 40mm (Consolidated) layer of clean river sand well watered and rolled to a hard true and even surface under solid floors.	m2	36		
13	<u>Compaction of ground surfaces:</u> Stabilize in-situ reduced levels by scarifying to a depth of 150mm and compacting to a density of 95% Modified AASHTO maximum density.	m2	36		
14	<u>Prescribed density tests on filling:</u> Allow for the execution of all the prescribed density tests on filling. etc	No	4		
	CARRIED FORWARD			R	
	BROUGHT FORWARD			R	
15	<u>SOIL POISONING</u> Soil poisoning applied by a registered pest control company and guaranteed against termite infestation for five years: Antproofing ground under solid foundations and to vertical sides of excavations with a solution of Aldrin or other approved emulsifiable concentrates complying with SABS 1164 and applied in accordance with SABS 0124.	m2	85		
	<u>CONCRETE FORMWORK AND REINFORCEMENT (PROVISIONAL)</u> <u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u> <u>25 MPa/19 mm concrete in:</u>				

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16	Strip footings	m3	6	
17	Pit base	m3	4	
	<u>Reinforced Concrete</u>	-	-	
	<u>25 MPa/19mm concrete in:</u>	-	-	
18	Surface bed on waterproof sheeting.	m3	2	
19	Ramps	m3	1	
	<u>REINFORCED CONCRETE</u>	-	-	
	<u>30 MPa/19mm concrete in:</u>	-	-	
20	Slabs not exceeding 250mm thick	m3	3	
	<u>CONCRETE TESTING</u>	-	-	
	<u>Testing:</u>	-	-	
	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified. made. stored. cured and tested in accordance with SABS Methods 861 and 863. including use and waste of approved cube moulds. transporting to an approved laboratory for testing. paying all charges and submitting reports to the Principal Agent.	No	12	
	<u>CONCRETE SUNDRIES</u>	-	-	
	<u>Finishing top of concrete smooth with a Class U3 steel Float Finish:</u>	-	-	
22	Surface beds.	m2	19	
	<u>Finishing top of concrete smooth with a Class U2 Wood Float Finish:</u>	-	-	
23	Slabs. etc.	m2	37	
	CARRIED FORWARD			R

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	BROUGHT FORWARD				R
		<u>FORMWORK CLASS F2</u>	-	-	
		<u>Formwork to sides and soffits:</u>	-	-	
24		120mm Diameter opening through 200mm thick slab (Provisional).	No	7	
25		Slabs	m2	17	
26		Edges, risers, ends and reveals not exceeding 300mm high or wide to foundation steps	M	18	
		<u>REINFORCEMENT</u>	-	-	
		<u>High tensile steel reinforcement to structural concrete work:</u>	-	-	
27		Bars of various diameters	T	0,5	
		<u>Steel fabric reinforcement to concrete:</u>	-	-	
28		Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	22	
29		Type 617 fabric reinforcement in concrete surface beds, slabs, etc	m2	21	
		<u>MASONRY</u>	-	-	
		<u>BRICKWORK IN FOUNDATIONS</u>	-	-	
		<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in cement mortar:</u>	-	-	
30		One brick wall to pit toilet	m2	36	
31		One brick wall	m2	30	
		<u>BRICKWORK IN SUPERSTRUTURE</u>	-	-	
		<u>Brickwork of NFP bricks in cement mortar:</u>	-	-	
32		Half brick walls	m2	59	
33		Half brick walls in bemfilling	m2	4	
34		One brick walls	m2	42	
35		Mass brickwork in piers	m3	1	
		<u>BRICKWORK SUNDRIES</u>	-	-	

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		<u>Brickwork reinforcement:</u>	-	-		
36		High tensile steel fabric reinforcement 75mm wide to brick walls	M		178	
37		High tensile steel fabric reinforcement 150mm wide to brick walls	M		840	
		<u>Prestressed, precast concrete lintels</u>	-	-		
38		110 x 75mm Lintels in lengths not exceeding 3m	M		17	
		<u>Galvanised hoop iron cramps, ties, etc</u>				
39		30 x 1,6 mm Hoop iron roof tie 1500 mm long with one end fixed to timber and other end built into six courses of brickwork	No		12	
		<u>Air bricks, etc:</u>	-	-		
40		150 x 150 x 90mm breeze blocks	m2		16	
	CARRIED FORWARD					R
	BROUGHT FORWARD					R
		<u>WATERPROOFING</u>	-	-		
		<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course:</u>	-	-		
41		In walls	m2		19	
		<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape":</u>	-	-		
42		Under concrete surface beds including turning up edges against walls	m2		36	
		<u>ROOF COVERINGS</u>				
		0.58mm Nominal thickness IBR profile roofing sheets with silicone polyester top finish or colomet equal, colour "to be chosen by architect" to one side and standard grey backing coat to other side, etc., with 275g/m2 galvanising to both sides with one and a half corrugation side lap including fixing to timber purlins at approximately 1,200mm centres including all screws, bolts, washers, etc, strictly in				

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	accordance with manufacturer's specification.			
43	Roof covering with pitch not exceeding 50 degrees.	m2	45	
	<u>0.8mm Nominal thickness ditto, but flashings:</u>			
44	Ridge 460mm girth with minimum 230mm laps, fixed to roof sheeting (measured net).	M	6	
	<u>Sisalation FR 420' insulation laid over straining wires at 300mm centres fixed to purlins at top and bottom through a hoop iron strap.</u>			
45	Insulation laid taut over purlins	m2	45	
	<u>CARPENTRY AND JOINERY</u>	-	-	
	ROOFS, ETC.			
	<u>Sawn softwood</u>			
46	38 x 114mm wall plate	M	12	
47	50 x 76mm purlins	M	39	
	<u>Sundries</u>			
48	Hurricane clip fixed using Permfix nails or bolts through pre-drilled holes.	No	36	
	<u>PREFABRICATED ROOF TRUSSES. ETC.</u>			
	Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturers. Trusses to be a minimum of 1200mm centres and are to support metal roof covering. Ceilings are either gypsum plasterboard or claddit (suspended or fixed). Prices must include for the design , plans and approval of all timber trusses and no claim shall be considered. An Engineers approval certificate is required once the roof truss installation is complete and is for the contractors account.			

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49		Double pitched roof truss 3300mm span between plates to 15 degree pitch with 1435mm rafters on both ends.	No	6		
	CARRIED FORWARD				R	
	BROUGHT FORWARD				R	
50		<u>EAVES, VERGES, ETC</u> <u>Pressed fibre cement</u> 12 x 225mm Fascia board three times drilled, and brass screwed to and including 38 x 50 x 114mm long S.A. Pine cleats twice brass screwed to rafter foot including galvanised steel H-profile jointing strips, screws, holes etc.	M	12		
51		80 x 275mm Barge boards including galvanised steel H-profile jointing strips.	M	14		
52		<u>DOORS, ETC</u> <u>Semi-solid door suitable for painting and hung to timber frames:</u> 40mm Door size 813 x 2032mm high	No	6		
53		<u>FRAMED FRAMES</u> <u>Wrought meranti:</u> 70 x 108mm Rebated and angle rounded door frames plugged.	M	30		
54		19mm Quadrant bead planted on.	M	60		
55		<u>IRONMONGERY</u> <u>HINGES, ETC</u> 100 x 75mm heavy duty nylon washered brass butt hinges.	No	12		
56		<u>LOCKS</u> <u>"VIRO" or similar approved</u> 75mm brass padlock and three keys.	No	3		
57		<u>"Union" or similar approved</u> "CZ80941SCR" Indicator bolt SC	No	6		

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		<u>BATHROOM FITTINGS</u>	-	-		
		<u>Bathroom fittings:</u>	-	-		
58		DL2 32mm Stainless steel wall mounted side cranked grab rail plugged	No		1	
59		SR2A 32mm Stainless steel wall mounted cistern rail plugged	No		1	
		TR3 toilet roll holder with satin chrome finish	No		7	
		<u>Sundries</u>	-	-		
60		32mm Diameter black rubber door stop plugged to concrete floor.	No		7	
		<u>Sign Plates</u>				
61		152 x 152 x 2mm Anodised silver engraved sign with Male Pictogram E10, fixed to wall or door (Union AL5066E-10/2AS).	No		1	
62		152 x 152 x 2mm Anodised silver engraved sign with Female Pictogram E11, fixed to wall or door (Union AL5066E-11/2AS).	No		1	
63		152 x 152 x 2mm Anodised silver engraved sign with Paraplegic Pictogram E14, fixed to wall or door.	No		1	
	CARRIED FORWARD					R
	BROUGHT FORWARD					R
		<u>METALWORK</u>	-	-		
		<u>GALVANISED WELDED SCREENS, GATES, ETC</u>	-	-		
		<u>Security gates to entrance doors:</u>	-	-		
64		Entrance single gate size 900 x 2100mm high formed of 50 x 38 x 2.5mm hollow square section framing to detail, gate formed of 38 x 28 x 2.5mm rectangular hollow section frame with 25 x 25 x 2.5mm intermediates at 100mm centres at 45 degree angle and bolted to concrete wall, with 200mm locking bolt welded on	No		3	
		<u>PLASTERING</u>	-	-		

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	<u>INTERNAL PLASTER</u>	-	-	
	<u>1:5 Cement plaster on brickwork:</u>	-	-	
65	On walls	m2	146	
66	On narrow widths	m2	10	
	<u>EXTERNAL PLASTER</u>	-	-	
	<u>1:5 Cement plaster on brickwork:</u>	-	-	
67	On walls	m2	57	
68	On narrow widths	m2	10	
	<u>PLUMBING AND DRAINAGE</u>	-	-	
	<u>RAINWATER DISPOSAL</u>			
	<u>"Watertite" aluminium</u>			
69	125mm x 85mm Ogee eaves gutters	M	12	
	Extra over for fittings:			
70	Outlet with 100 x 75mm nozzle.	No	2	
71	100 x 75mm Rainwater pipes fixed to walls with and including approved holderbats at 900mm centres.	M	6	
72	Shoe	No	2	
	<u>Tanks, etc</u>			
73	5000 Litre polyethylene rotomoulded vertical water storage tank complete with lid, fitted with and including 15mm brass bibtap (Type 108LK15) with suitable adaptor and setting in position on concrete tankstand (elsewhere measured). (Note: tanks to be filled with water before Practical Completion).	No	1	
	<u>SANITARY FITTINGS</u>	-	-	
	<u>Polyethylene fittings:</u>	-	-	
74	"VIP 200" pit pedestal, or equal approved, size 370 x 500mm high (code: 223AP) with foot piece and VIP 200 inlet funnel (code: 224AP), inserted into precast concrete cover slab of pit (elsewhere specified) with a removable plug, with and including four 6mm diameter x 50mm long expansion	No	6	

NTABANKULU LOCAL MUNICIPALITY

NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD

		bolts, including heavy duty white double flap seat fixed to pedestal.				
	CARRIED FORWARD					R
	BROUGHT FORWARD					R
75		<u>Urinals, etc</u> - Stainless steel urinal size 1220 x 320 x 800mm high	No		1	
76		<u>SANITARY PLUMBING</u> <u>uPVC pipes:</u> 160mm Pipe fixed to walls.	M		6	
77		Extra over for plastic or copper wire gauze fly screen glued to top of 160 mm pipe as directed on site.	No		2	
78		<u>Extra over uPVC pipes for fittings:</u> 160mm bend	No		2	
79		<u>PAINTWORK</u> <u>PAINTWORK ETC TO NEW WORK</u> <u>ON FIBRE CEMENT</u> <u>Prepare and apply two coats pure acrylic roof paint on</u> Fascias and barge boards.	m2		10	
80		<u>ON FLOATED PLASTER</u> <u>Prepare and apply one coat plaster primer to SABS 678 Type III, one coat universal undercoat to SABS 681 Type II and two coats pva paint</u> On internal walls	m2		156	
81		On external walls	m2		67	
		<u>ON WOOD</u>	-			

NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD

Prepare and apply one coat wood primer, one undercoat and two coats "Plascon" eggshell enamel paint on:

82

On doors

m2

22

Three coats exterior quality penetrating wood preservative.

83

Roof timbers at eaves and verges.

| m2

77

TOTAL CARRIED TO FINAL SUMMARY	
--------------------------------	--

R

NTABANKULU LOCAL MUNICIPALITY
 NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD
MBANGWENI/MAGOMBENI SPORTS FILED
SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	Amount
Bill 1	Preliminary and General	
Bill 2	Combi-Court Construction	
Bill 3	7-A-Side Field	
Bill 4	Fencing	
Bill 5	Ablution Block	
Sub-total		
Add 2,5% contingencies		
SUB-TOTAL		
Add VAT at 15%		
TOTAL CARRIED FORWARD FORM OF OFFER & ACCEPTANCE		

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The project's main objective is to deliver a sporting facility that meets the National Norms and Standards for Sport and Recreation Infrastructure Provision and Management, thereby ensuring compliance, accessibility, and sustainable benefit to the Ntabankulu community

This project is for the upgrade of the sports facility that will directly affect and benefit and population of Ntabankulu town and its surrounding areas in Ward 10.

1.2 Overview of the Works

The development of this outdoor sports facility is to facilitate opportunities to expand individual and community social awareness and growth in sports and recreation.

1.3 Works Instruction / Scope of Work

1.3.1 SCOPE OF WORK

The scope of work involves Construction of ablution facilities, Combi Courts (With Volley ball, Tennis and Netball), Fencing and 7A Side artificial Field at Mbangweni village in ward 10.

SPECIFICATION

7A Side Artificial Field, Fencing and Ablution Facilities

- 40-50mm synthetic turf in accordance with the manufacturer's specifications including adhesives and mechanical anchors. finish off the turf with silica infill sand (12kg/m²), and approved infill rubber granules made from either styrene-butadiene rubber (sbr) or ethylene propylene diene monomer (epdm)
- 40mm crusher dust/sand. screed tolerance of +/-5mm over a 3m straight edge. finish off with a slurry
- 100mm g2/g3 base layer compacted to 98% mod aashto density, finished to level tolerance +/-5-10mm
- 100mm g5 subbase layer compacted to 98% mod aashto density, finished to level tolerance +/-5-10mm, including chloradane heptachloraldrin treatment (soil poisoning) to subbase layer in accordance with manufacturer's specification
- scarify, mix and consolidate to 150mm subgrade to 90% mod aashto density
- Clear View Fence

- 3 female toilets (1toilet to accommodate people living with disabilities) and 2male toilets (1toilet to accommodate people living with disabilities)and 1 Steel urinary
- Ablution facilities to be constructed with face bricks

Combi Courts(Volley ball, Tennis and Net Ball)

- Net should be of nylon material (sabs approved)
- Netball lines to be yellow and volleyball lines to be white. all lines to marked to international standards.
- All lines to be 50mm thick.
- Surface to have a crossfall of 300mm i.e. 200mm along the length and 100mm across the width.
- Dimensions are to centre of lines.
- Base line could also be up to 100mm wide, service lines up to 75mm wide, lenghts lines up to 50mm wide.
- Volleyball and tennis ports are to be portable and should meet international standards.
- Posts to be treated and painted with 2-coat of high gloss steel enamel (white and green enamel).
- Netball post to be permanent and should meet international standards. post to be treated
and painted with 2-coat of high gloss steel enamel.

1. SPECIAL CONDITIONS OF THE BIDDER

- a. All material supplied must comply with the South African Bureau Standards (SABS) requirements.
- b. The Council reserves the right to reject a tender should the certificate confirming that the items offered do not comply strictly with the Council's specifications or stating any deviations from those specifications.

1.4 Location of the works

The outdoor sports facility is located in Ntabankulu(Mbangweni). The geographical coordinates of the site are **30°57'29.93" S** and **29°20'01.95" E**.

Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. Temporary works will typically consist of the contractor's camp, material stockpiles/yards and traffic deviations.

2 Drawings

Tender drawings are provided under Part C5 of the tender document.

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour- and labour-intensive construction methods.

4 Applicable SANS Standards for Construction Works

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

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

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

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

5. Applicable National and International Standards

The "General Conditions of Contract, GCC 2015", as approved by the South African Association of Consulting Engineers, the South African Institution of Civil Engineers shall apply.

6. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The development of this outdoor sports facility is to facilitate opportunities to expand individual and community social awareness and growth in sports and recreation.

PS 2 DESCRIPTION OF SITE AND ACCESS

The proposed outdoor sports facility is located in **Ntabankulu at Mbangweni Village**. The geographical coordinates of the site are **30°57'29.93" S** and **29°20'01.95" E**.

Mbangweni Village falls within the jurisdiction of the **Ntabankulu Local Municipality**, which is one of the constituent municipalities of the **Alfred Nzo District Municipality**.

Access to the site is available via a DR08019 road situated Next to the Great Place called **Magombeni**

PS 3 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days. The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cash flow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided in the General Conditions of Contract. The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn.

Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer.

The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour-intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of local labour and small Contractors.

The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub-contractors. The Client is to approve the appointment of each sub-contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site.

The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme.

If there is non-performance by the sub-contractor, claims for extension of time will not be entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

- Clearing and grubbing of the site
- Excavation
- Laying pipes
- Concrete work
- Spreading of foundations materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of Lady Frere town.

The Contractor shall be expected to limit the use of non-local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g., by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open overnight and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

The Contractor shall, for the duration of the Contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional test be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer.

PS 9 CONSTRUCTION REGULATIONS, 2017

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2017 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2017. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for the suspension of the Works by the Engineer.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2017), which is bound into the Contract document.

The Contractor shall, in terms of regulation 5(1), provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include: -

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget (i.e., contract award value) to be spent on local community labour.
- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on "Women who are the single head of households and have dependants".
- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.
- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all-labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes.

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

PS 14 UNAUTHORISED PERSONS

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

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 2 Community Meetings per month
- 1 Health and Safety audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ADMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file

PS 17 ELECTRONIC PAYMENTS

NTABANKULU LOCAL MUNICIPALITY will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site

- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

PS 19 PAYMENT CERTIFICATES

The Contractor is required to submit the following information with payment certificates to expedite verification and certification by employer.

- Proof of payment of local labour & suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

No permits are required to carry out the normal construction activities

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

C3.2 STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, (SANS 1200), as amended, shall apply to this contract. The amendments are those issued by SABS, together with additional amendments as set out in Part B.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for The Standard Specifications for the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, (SANS 1200),' issued by SABS.
3. Joint Building Contracts Committee Series 2000 - Principal Building Agreement – Edition 6.1", published by the Joint Building Contracts Committee (JBCC) are applicable to this contract. The above-mentioned documents have been prepared by the Joint Building Contracts Committee Inc. and recommended by the JBCC Constituents; Consulting Engineers of South Africa, Association of South African Quantity Surveyors, Master Builders South Africa and the South African Institute of Architectural Technologist and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

4. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.
5. The terms "Project Specifications" and "work Specifications", are synonymous.

PROJECT/WORK SPECIFICATION

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PART A: STANDARD SPECIFICATIONS

The Standard Specifications for the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, (SANS 1200), as amended, shall apply to this contract. The amendments are those issued by SABS, together with additional amendments as set out in Part B.

2Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for The Standard Specifications for the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, (SANS 1200),' issued by SABS.

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The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

The terms "Project Specifications" and "work Specifications", are synonymous

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

PSA	GENERAL
PSAB	ENGINEER'S OFFICE
PSC	SITE CLEARANCE
PSD	EARTHWORKS

PSA GENERAL

PSA1 QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2 PLANT

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Scope of Works to be constructed using labour intensive construction methods.

PSA3 TESTING

PSA3.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Scope of Works.

PSA3.2 The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration, or for him to recommend termination to the Employer in terms of the General Conditions of Contract

PSA3.3 The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of steelworks, and other specials) prior to the Contractor's appointment of any suppliers.

PSA4 PAYMENT

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 25th of each month (or as agreed between the Contractor and the Engineer). All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard forms that are appended as annexures to the Scope of Works

PSA5 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Conditions of Contract, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA6 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time (other than that indicated in PSA 5) will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum

originally tendered for such item, and which shall be fair and reasonable as contemplated in the General Conditions of Contract .

PSA7 HEALTH AND SAFETY

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

The introduction of the Construction Regulations in 2003 requires from the Employer to ensure that the Contractor has made adequate provision for the execution of the works within the specifications of said regulations.

The following items have been identified as critical towards ensuring the minimum standards of safe work practice. It must be noted that the lists below are not exhaustive and that many items have been traditionally priced by the Contractor as an integral part of his Preliminary and General items or as part of the overhead costs of other items.

The tender document, although not detailed with regards the Construction Regulations, requires that the Contractor ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2003.

PSA7.1 Fixed-charge Items

Add the following new Clause:

Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification.	Unit
	Sum

The fixed charge item shall include but shall not be limited to the following:

-
- Preparation of Health and Safety Plan,
 - Establishment of Health and Safety File,
 - Health and Safety Training
 - Personal Protective Clothing and Equipment
 - Fences, Signs and Barricades
 - Establishment of Safety Administration
 - Other Health and Safety Fixed-charge Obligations
-

PSA7.2 Time-related Items

Add the following new Clause

Compliance with the Occupational Health and Safety Act.	Unit
	Sum

(Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification.

The time related item shall include but shall not be limited to the following:

The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
Updating the Health and Safety Plan as needed,
Carrying out of periodic own audits and follow-up audits,
Compiling ongoing risk assessments and risk assessment reports as required by the Works,
Convening of regular safety meetings with the Safety Representatives,
Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
Implementation and maintenance of Training
Maintenance of personal protective clothing and equipment
Maintenance of fences, signs and barricades
Implementation and maintenance of safety administration
Other Health and Safety Time-related Obligations

PSA8 SUMS STATED PROVISIONALLY

PSA8.1 Contingencies

A Provisional Sum shall be included in the Summary of Schedules for contingencies. No percentage markup will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of the Conditions of Contract.

PSA8.2 Contract Price Adjustment

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage markup will be applicable to any payments made in this regard.

PSA8.3 Salaries for Community Liaison Officer

A Provisional Sum has been included in Bill of Quantities for salaries to be paid to the Community Liaison Officer.

In addition to the abovementioned amount, provision is made in Bill of Quantities 2 for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA8.4 Artisans and Skills Training

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

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

PSA8.5 Telephone Calls and Rental

A Provisional Sum has been included in Bill of Quantities for telephone calls and facsimile transmissions for the Engineer's Representative. The Engineer's representative will provide his own telephone for the contract. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items.

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

PSA8.6 Acceptance Control Testing

A Provisional Sum has been included in Bill of Quantities for acceptance control testing ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA8.7 Office Consumables for Engineer's Site Facility

A Provisional Sum has been included in Bill of Quantities for the appointment and payment of office consumables for Engineer's site facility.

In addition to the abovementioned amount, provision is made in Bill of Quantities for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA8.8 Relocation of Existing Services

A Provisional Sum has been included in Bill of Quantities for the relocation of existing services by specialists if and when required and ordered by the Engineer. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract

PSA9 PRIME COST ITEMS

PSA9.1 Materials for Dayworks

A Provisional Sum has been included in Bill of Quantities for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Bill of Quantities for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

PSAB ENGINEER'S OFFICE

PSAB1 NAME BOARDS

One name board conforming to the standard requirements of the Ntabankulu Local Municipality and as shown on drawings must be provided and erected at points to be designated by the Engineer.

PSAB2 OFFICE BUILDING

One office facility shall be provided and furnished for the Engineer's Representative and maintained for the duration of the contract. The office facility shall be furnished as per Drawings. All finishings shall be in accordance with the above drawing and all furniture shall comply with specifications in drawings.

Upon completion of the Works, ownership of all buildings, furnishings and equipment specified herein shall revert to the Contractor who shall remove same from Site.

PSAB3 TELEPHONE

A prime cost item has been allowed in Bill of Quantities to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative. The contractor shall include the invoice as provided by the Engineer in the monthly payment claim.

PSAB4 TESTING

PSAB4.1 General

No laboratory building or fittings are required by the Engineer. The Engineer will arrange separately with a commercial laboratory of designate specialists to carry out all acceptance control testing, excepting for density control test and moisture content determinations. The Contractor shall remain responsible to carry out the process control testing required by the Standardized Specifications, Particular Specifications and Scope of Works.

PSAB4.2 Laboratory Equipment

The Contractor shall supply the following equipment for the duration of the Contract.

- (a) A Troxler nuclear system, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principals of operation should be given in the manual for the nuclear instrument.
- (c) Six concrete cube moulds, 150mm nominal size, as well as a suitable concrete cube curing basin to keep all concrete cubes submerged in water for at least 28 days.

PSAB5 SURVEY ASSISTANTS

One suitably educated Survey Assistant shall be made available for the sole use of the Engineer's Representative for the duration of the Contract. The assistant may also be required to fulfill the function of Community Liaison Officer during the Contract should the Engineer consider this arrangement to be in the interests of the Employer. The Survey Assistants may therefore have to be appointed from the local communities. Transport shall be supplied for the Survey Assistant/Community Liaison Officer by the Contractor for the duration of the Contract should he be requested to do so. In such event payment will be made at scheduled dayworks rates.

PSAB6 SURVEY EQUIPMENT

The survey equipment listed below shall be made available and be maintained in good condition for the exclusive use of the Engineer or his Representative for the duration of the Contract. Payment will be made as provided for in the Time Related Items included in Bill of Quantities.

- | | | |
|-----|---|--------|
| (a) | Automatic surveyor's level complete with tripod and leather carry case such as Zeiss N1-2 or equivalent | 1 No |
| (b) | 20-second tachometer with optical plumbob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent. | 1 No. |
| (c) | Nylon-coated steel surveyor's tape 100m long and 10mm wide | 1 No. |
| (d) | 5m long steel tape | 1 No. |
| (e) | 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level | 2 No |
| (f) | Survey books: Level | 3 No. |
| (g) | 2kg hammer with rubber handle | 1 No. |
| (h) | Steel pegs, 300mm long and 12mm dia | 50 No. |
| (i) | Aluminum tags, 100mm long, 15mm wide and 2mm thick | 50 No. |
| (j) | Reverse polar notation pocket calculator (Hp32SII or similar) | 1 No |
| (k) | Change point | 2 No |
| (l) | Measuring wheel | 1 No |
| (m) | Tripod holders for ranging rods (heavy duty) | 2 No. |
| (n) | Optical square (Sokkisha or Wild), complete with telescopic aluminum rod and bubble | 1 No. |
| (o) | "Rabone" steel tape 10 meters long and 13mm wide | 1 No. |

(p)	Triangular change plate with chain	2 No.
(q)	100m long 50 kg strength fish line	1 No.
(r)	One metre long spirit level	1 No.
(s)	Three metre aluminum straight edge	1 No.

PSAB7 CARPORTS

The Contractor shall provide and maintain carports as indicated on the detailed on the drawing mentioned in PSAB2 for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL

Materials arising from clearing and grubbing shall be disposed of at a suitable spoil site. The Contractor shall be responsible to make his own arrangements for a suitable spoil site.

PSC2 AREAS TO BE CLEARED AND GRUBBED

The areas to be cleared and grubbed will be indicated by the Engineer. Should a portion or the whole of the site have been cleared and grubbed by others prior to the start of construction then no clearing and grubbing will be ordered or payment made with respect to the applicable portion of the site.

PSC3 PRESERVATION OF TREES

The penalty in respect of every individual tree, designated as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSC4 FREEHAUL AND OVERHAUL

Refer to clause PSD7 in this regard.

PSD EARTHWORKS

PSD1 CLASSIFICATION FOR EXCAVATION PURPOSES

Delete clause 3.1.2 (a) and clause 3.1.2 (b) and replace with the following:

3.1.2 (a) Soft excavation:

"All material that is not classified as hard rock excavation in terms of clause 3.1.2 (c), boulder excavation class A in terms of clause 3.1.2 (d) or boulder excavation class B in terms of clause 3.1.2 (e) shall be classified as soft excavation"

In clause 3.1.2 (c) (1), replace the words "equivalent to that specified in (b) (1) above" with the words "of mass approximately 35 t, fitted with a single-tine ripper suitable for heavy ripping and of fly wheel power approximately 220 kW."

In the last sentence of clause 3.1.2 (d), replace the words "intermediate excavation" with the words "soft excavation."

In the last sentence of clause 3.1.2 (e), replace the words "or intermediate excavation, according to the nature of the material" with the word "excavation."

PSD2 SAFEGUARDING OF EXCAVATIONS

Any cost the Contractor may undergo in ensuring the safety of excavations or any additional excavation and backfilling he may have to undertake due to the unstable sides of excavations and trenches shall be held to his account and the various rates for excavation and trenching included in the Schedule of Quantities shall include full compensation therefore.

PSD3 EXPLOSIVES

Add the following to the sub-clause:

"The Contractor shall record for the information of the Engineer the spacing and loading of the charge in each blast. Compliance with this requirement will not relieve the Contractor of any responsibility as provided for in this sub-clause".

PSD4 DISPOSAL OF SURPLUS MATERIAL

Add the following:

"All surplus or unsuitable materials arising from trench excavations shall be spoiled and neatly spread and levelled along the route of the pipeline so as not to interfere with future works nor to disrupt the natural overland flow of storm runoff. Rocks, trees, debris and other unsightly material from trench excavations shall be disposed of at a suitable spoil site. Where the pipeline is laid within a road reserve the route of the pipeline shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

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

PSD5 ACCOMMODATION OF TRAFFIC

The Contractor shall tender a lump sum in Schedule 3 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and/or temporary traffic signs; lights and flagmen for the guarding and protection of the Works; and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

PSD6 BORROW PITS

The Contractor shall be responsible for making his own arrangement regarding the provision of pipe bedding material, if required, from commercial borrow pits. The Contractor shall provide in his tender prices for all royalties payable and for the transport of the material to site.

PSD7 FREEHAUL

Add the following to the sub-clause:

"The freehaul distance shall be 0,5 km".

PSD8 OVERHAUL

Delete the second sentence of the paragraph and replace with the following:

"All overhaul beyond the freehaul distance will be measured as long overhaul and no limited overhaul will be measured".

PART B2: PROJECT SPECIFICATIONS

SABS 1200 PSA: GENERAL

PSA-3 MATERIALS

PSA-3.1 Quality

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor/Engineer shall be tested. The test, as well as the materials or equipment, shall be approved by the Employer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA-3.3 Applicable Standards for Cement (Additional Subclause)

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

PSA-4. PLANT

PSA-4.2 Contractor/Engineer's Office, Stores and Services

The Contractor/Engineer's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

PSA-5 CONSTRUCTION

PSA 5.1 Survey

PS A 5.1.1 Setting Out Of The Works

Substitute the first sentence in A 5.1.1 with the following:

"Setting out of the works is the sole responsibility of the Contractor/Engineer and shall be done from survey beacons identified by the Contractor/Engineer. The Contractor/Engineer shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Employer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Employer within the aforementioned period, shall be the sole responsibility of the Contractor/Engineer. A grid of final terrace levels over the site of the works will be issued to the Contractor/Engineer at the commencement of the contract and it is the Contractor/Engineers responsibility to preserve all setting out pegs based on this information as given for the duration of the contract."

PSA 5.4 Protection Of Overhead And Underground Services

Add the following paragraph:

"The Contractor/Engineer shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

PSA-5.8 Ground and access to works

Add the following:

"On completion of operations the Contractor/Engineer shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor/Engineer's expense".

PSA-5.9 Accommodation of Traffic (additional subclause)

Where construction work has to be carried out on or near public roads, the Contractor/Engineer shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor/Engineer. The Contractor/Engineer is also referred to Project Specification PS-10.

PSA-8. MEASUREMENT AND PAYMENT

PSA-8.3 Scheduled fixed-charge and value-related items

PSA-8.3.2 Establishment of Facilities on the Site

PSA-8.3.2.1 Facilities for the Engineer

Add the following additional subitems:

Carports (state number)Unit : Sum

The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2. if applicable).

PSA-8.3.2.2 Facilities for Contractor/Engineer

For this contract the facilities for the Contractor/Engineer will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

PSA-8.4 Scheduled time-related items

PSA-8.4.2 Operation and maintenance of Facilities on Site

PSA-8.4.2.1 Facilities for Engineer

Add the following additional subitems:

CarportsUnit : Sum

Survey instrumentsUnit: Sum

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor/Engineer

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

PROJECT SPECIFICATION: PORTION 2 SABS 1200 PSD: EARTHWORKS

PSD-1 EARTHWORKS

The Contractor/Engineer is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand

PSD-3 MATERIALS

PSD-3.1 Classification for excavation purposes

PSD-3.1.2 Classes of excavation

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

"PSD-3.1.2(a) Soft excavation

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

Cohesive materials - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

PSD-5 CONSTRUCTION

PSD-5.1 Precautions

PSD-5.1.1 Safety

PSD-5.1.1.2 Safeguarding of excavations

Add the following subparagraph:

"(g) The Contractor/Engineer or his agent or his representative shall not require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring

or bracing to be designed and constructed by the Contractor/Engineer, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSD-5.2.2.1 Excavations for general earthworks and for structures

Add the following additional subparagraph:

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor/Engineer shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor/Engineer shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

PROJECT SPECIFICATION: PORTION 2 SABS 1200 PSD: EARTHWORKS (PIPE TRENCHES)

PSDB-5 CONSTRUCTION

PSDB- 5.1 Precautions

PSDB-5.1.5 Trench Excavations (additional subclause)

The precautions for excavations as specified in Clause 5.1.1 of Section 1200D, 1200DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor/Engineer shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor/Engineer, shall be strong and sturdy enough to support the sides of the excavation in question.

PS GA-3 MATERIALS

PS GA-3.2 Cement

PROJECT SPECIFICATION: PORTION 2 SABS 1200 GA: CONCRETE (SMALL WORKS)

PS GA-3.2.1 Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

PS GA-5.4.1.4 Prescribed mix concrete

Add the following:

“The structural concrete in this contract shall comply with the following specification.

- The minimum 28 day strength shall be as specified in drawings
- The maximum water/cement ration shall be 0.42
- The minimum cement content shall be 400 kg/m³
- The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the Contractor/Engineer for the cost of the design in his rates.

PS GA-8: MEASUREMENT AND PAYMENT

PS GA-8.1 Measurement and rates

PS GA-8.1.2 Reinforcement

Replace subclause 8.1.2.2 with the following:

PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”
Replace subclause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

PS LB 3.3 BEDDING

PROJECT SPECIFICATION: PORTION 2 SABS 1200 LB: BEDDING (PIPES)

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

PS LB 5 CONSTRUCTION

PS LB 5.1 General

PS LB 5.1.4 Compacting

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

PS LB 8 MEASUREMENT AND PAYMENT

PS LB 8.2 Scheduled Items

PS LB 8.2.2.4 From stockpile (provisional)

a) Selected granular material..... Unit: m3

b) Selected fill material..... Unit: m3

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor/Engineer, as well as the removal of material displaced by this importation within the free-haul distance.

PS LE 3 MATERIALS

PROJECT SPECIFICATION: PORTION 2 SABS 1200 LE: STORMWATER DRAINAGE

PS LE 3.1.1 Material for Subsoil Drainage

PS LE 3.1.1.1 Pipes

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted. The size of perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm 1,5$ mm and the number of perforations per metre shall be not less than 26 for 110mm pipes and 52 for 160mm pipes. Perforations shall be spaced in two rows for 110mm pipes and in three rows for 160mm pipes.

Slotted pipes shall have a slot width of 8 mm $\pm 1,5$ mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PS LE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15: 0,2 mm to 0,4 mm D85: 1,2 mm to 4,7 mm

PS LE 5 CONSTRUCTIONS

PS LE 5.1 Trench Bottom

PS LE 5.1.3 Unsuitable Founding Conditions

Substitute "90% of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

PS LE8.2 BEDDING AND LAYING

PS LE 8.2.14 Supply and Install Subsurface Drains According To Drawings Unit : m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

B3. PARTICULAR SPECIFICATION: PA

BRICKWORK AND PLASTER

PA1 SCOPE

PA1.1 This specification covers the general requirements for buildings and other masonry structures, including plastering.

PA2 INTERPRETATION

PA2.1 Other relevant Standards/Specification

This specification should be read together with SABS 1200 AA.

PA2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

PA2.3 Definitions and Symbols

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in these specifications as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols: page 23.)

PA3 MATERIALS

PA3.1 Cement

Cement shall conform to the requirements of SABS 471.

PS3.2 Lime

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

PA3.3 Sand

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

PA3.4 Clay Bricks

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The Contractor/Engineer will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227.

The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefore. Best quality engineering bricks shall be used for all foundation and concealed situations.

PA3.5 Damp-Proofing

Material used as a dampproof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

PA3.6 Fibre Cement Sheets

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

PA3.7 Storage

PS3.7.1 Cement and Lime

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

PA4 CONSTRUCTION

PA4.1 Brickwork

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catchpits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

PA4.2 Mortar

The mix proportions for the mortar are given below: Portland cement 50 kg

Lime 0-40 l

Sand* 200 l max

* measured loose and damp

PA4.3 Plastering

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

PA4.4 Damp-proof Courses

The areas to be covered by dampproof courses are indicated on the drawings. Dampproof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the dampproof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

PA4.5 Window Sills

Windowsills shall be formed as shown on the drawings and as hereafter described:

Dampproof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal. All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

PA4.6 Lintels with Brickwork Reinforcement

Lintels over doors, windows and openings, where ordered by the Employer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a

minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

PA4.7 Wall Vents

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

PA4.8 Building in Frames, etc

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

PA4.9 Floor Finishes

PA4.9.1 Granolithic Floor Screed

Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth

of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

PA4.10 Chasing Walls

Where indicated by the electrical Contractor/Engineer, the construction Contractor/Engineer shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

PA4.11 Weather

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

B4. PARTICULAR SPECIFICATION: PB CARPENTRY, JOINERY AND IRONMONGERY WORK

PB1 SCOPE

PB1.1 This specification covers the general requirements for carpentry, joinery and ironmongery work for civil engineering projects and the methods by which the finished work is to be measured for the purpose of payment.

PB2 INTERPRETATION

PB2.1 Other Standards/Specification

This specification is to be read with SABS 1200 AA.

PB2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, at the closing date of tenders for this contract.

PB3 MATERIALS

PB3.1 Timber

Roof timber forming a permanent part of the work shall conform to the requirements of the relevant standard specifications SABS 563, SABS 653, SABS 876, SABS 1089 or SABS 1245.

All timber other than that used for temporary works or shuttering shall be treated as specified in SABS 1288 and SABS 05, and allowed to dry thoroughly before being used.

PB3.2 Fibre Cement Sheets

Fibre cement flat and corrugated sheets shall comply with the requirements of SABS 685. The flat sheets shall be minimum 15 mm thick.

PB3.3 Hardware

Locks, hinges and other hardware shall be provided to doors; all ironmongery and fixings shall be chromium plated on brass except where otherwise specified.

PB3.3.1 Hinges

Hardwood doors in hardwood frames are to be provided with brass butt hinges as scheduled with three hinges per leaf.

PB3.3.2 Door Locks and Furniture

External door to be fitted with a night latch (to be supplied by the Employer) and a Henderson No 463bow handle, secured with brass bolts passing through the door with nuts on the inside.

PB3.3.3 Cabin Hooks

One 200 mm brass cabin hook complete with eyes to be fitted to each door including for hardwood block plugged to walls or post as scheduled.

PB4 MEASUREMENT AND PAYMENT

PB4.1 The work will be measured and paid for in accordance with the units and rates scheduled.

PB4.2 The tendered rates for doors are to include for the manufacture, fitting hanging and protective painting thereof.

PB4.3 The tendered rates for ironmongery shall include for the supplying and fitting complete with non- corrosive screws and/or bolts.

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C3.3 HEALTH AND SAFETY SPECIFICATION

(OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993)

HEALTH AND SAFETY SPECIFICATION

CONTENTS

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- 2. DEFINITIONS**
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ANNEXURES:

ANNEXURE 1: APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

ANNEXURE 2: NOTIFICATION OF CONSTRUCTION WORK

ANNEXURE 3: MEDICAL CERTIFICATE OF FITNESS

OHSA (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY SPECIFICATION

1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **"Contractor"**, wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

- (c) **"Mandatory"**, wherever used in the contract, includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user.

For the purpose of this contract the **Contractor** will, in terms of the agreement contemplated in Section 37(2) of OHSA 1993, be the mandatory, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

- (d) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014, the OHS Act, Clients Health and Safety Specifications and will be subject to approval by the Employer; The Health and Safety Plan must clearly state the policy of the company concerning the protection of the Health and Safety of his employees at work, the scope of the project and the review of the Health and Safety Plan.
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations and the OHS Act.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, at least 7 days before the work is carried out notify the Provincial Director of the Department of Labour in writing if the intended construction work will:

- (a) Include excavation works;
- (b) Working at a height where there is a risk of falling
- (c) Include the demolition of a structure, or;
- (d) the use of explosives at a construction site

The notification must be done in the form of the pro-forma included as Annexure 1 in the Construction Regulations

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site. (*Refer Regulation 9 of the Construction Regulations 2014*).

The risk assessment shall identify (all loss exposures), evaluate (the risk in each exposure), develop(plan), implement(plan) and monitor the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

To this end the Employer, or the Engineer or Agent on his behalf, will, in terms of Regulations 5(1) (a, n, o) and 7(1) (a), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

6.2 Health and Safety Induction Training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work and ensure that all employees are informed regarding all hazards as stipulated in the risk assessment. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site. The Employer or the Engineer on his behalf, will carry out audits from time to time to ensure compliance by the Contractor.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work. *[Refer Regulation 8(1)]*.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so, decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently. *[Refer Regulation 8(2)]*

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so, ordered by the Engineer.

7.3 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 **Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Formwork and support work as described in Regulation 12;
- (d) Excavation work as described in Regulation 13;
- (e) Demolition work as described in Regulation 14;
- (f) Scaffolding work as described in Regulation 16;
- (g) Suspended platform operations as described in Regulation 17;
- (h) Bulk mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening devices in Regulation 21
- (j) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (k) Control of all temporary electrical installations on the construction site as described in Regulation 24.
- (l) Stacking and storage on construction sites as described in Regulation 28; and
- (m) Fire Precautions and construction site as described in Regulation 27.
- (n) Use and temporary storage of flammable liquids on construction sites in Regulation 25.
- (o) Water Environments in Regulation 26.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA (Occupational Health and Safety Act) No 85 of 1993 and Construction Regulations 2003 in order for Health and Safety Representatives and other employees to study (GAR 3) General Administrative Regulations.
- (b) A copy of the Client's Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 7(7) with inputs by the Construction Safety Officer [Regulation 8(2)];
- (f) A copy of the risk assessment of construction work described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures [Regulation 11(1c)] and temporary work [Regulation 12(d)];
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 13];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 17(3)];
- (k) Suspended platforms must be registered and inspection and performance test must be recorded and kept on site [Regulation 17 (11)].
- (l) Medical Certificates of fitness must be recorded [Regulation 17(12)(a)]
- (m) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 17(5)].
- (n) Maintenance records of material hoists and inspection/examination results must be kept in a record book to be kept on site [Regulation 19(8d)];
- (o) A record of any repairs to or maintenance of a bulk mixing plant must be kept on site [Regulation 20(8)];
- (p) A warning notice must be displayed in a conspicuous manner when and wherever an explosive actuated fastening devices is used [Regulation 21(2)];
- (q) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 23(1)(j)].
- (r) Electrical equipment checked and register kept [Regulation 24(d)]
- (s) Health and Safety Representatives Reports and endorsed by the supervisor must be kept on site
- (t) Health and Safety Committee minutes available and endorsed to be on site [Regulation 33].

- (u) Recording of accidents and incidents

9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor, as employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration. A pro forma agreement is attached to this specification as Annexure 2. The pro forma agreement form must be signed by the contractor and returned to the employer (client) before commencement of work.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations. Safety reminders in the form of a checklist of some of the more important aspects of safety as related to personnel on site, must be displayed at a prominent position at the site

- (a) Contractor's position in relation to the Employer (Client) (Regulation 7)

Section 4 of the Regulations by implication requires that the Contractor shall at all times liaise closely with the Employer, or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

- (b) The Principal Contractor and Contractor (Regulation 7)

The Contractor for the contract under consideration is the equivalent of "Principal Contractor" as defined in Regulation 2(b) of the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Management and Supervision of construction work (*Regulation 8*)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment (*Regulation 9*)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (*Regulation 10*)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (*Regulation 11*)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary work (*Regulation 12*)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (*Regulation 13*)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Professional

Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

The Contractor's attention is especially drawn to subsections (9) and (10) of Regulation 14, which read as follows:

"(9) Where the risk assessment indicates the presence of asbestos, the Contractor shall ensure that all asbestos-related work is conducted in accordance with the provisions of the 'Asbestos Regulations' promulgated by Government Notice R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, the Contractor shall ensure that all lead-related work is conducted in accordance with the provisions of the Lead Regulations promulgated by Government Notice R.236 of 28 February 2002, as amended."

(j) Tunnelling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [*Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"*]

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access (Regulation 18)

Where rope accesses are required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Bulk Mixing Plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (*Regulation 25*)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (*Regulation 26*)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping and General Safe Guarding the Construction sites (*Regulation 27*)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (*Regulation 28*)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (*Regulation 29*)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employee's facilities (*Regulation 30*)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

N.B The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that tenderers shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses 7.1 to 7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However, provision will be made in the schedule of quantities for payment under the contract for a Construction Supervisor in terms of Clause 7.1 and for a dedicated Construction Safety Officer in terms of Clause 7.2 on the instruction of the Inspector of the Department of Labour.

(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause 8.

10.2: Scheduled items

10.2.1 Appointment of dedicated safety personnel

(a) Construction Supervisor Unit: Lump sum

(b) Construction Health and Safety Officer Unit: Lump sum

10.2.2 Records and registers Unit: Lump sum

The lump sums tendered for sub-item 10.2.1(a) and (b) shall cover the cost to the Contractor for the provision of dedicated full-time officers for the duration of the contract.

The lump sum tendered for sub-item 10.2.2 shall cover the cost for providing and maintaining on site all the documents, files, records and registers as specified in Clause 8 of this specification.

Payment of the tendered lump sums will be made as follows:

(i) 50% of the lump sums will be paid once the appointments under 10.2.1 (a) and (b) have been made and approved by the Engineer, and when the required documents, files and registers under 10.2.2 are in place on site and approved by the Engineer.

(ii) The balance of the lump sums will be paid in equal monthly instalments up to the end of the contract period. Monthly payments will be withheld permanently for each month during which the Contractor failed to comply with the specifications.

Payment for these items do not absolve the Contractor from his responsibilities and liabilities in terms of Clause 9(y) of this specification and Regulation 33 of the Construction Regulations 2014.

ANNEXURE 1

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

[In terms of Regulation 3(2) of Construction Regulations, 2014]

This application must be submitted with the following documents:

1. Health and Safety Specification.
2. Health and Safety Plan.
3. Baseline Risk Assessment.

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1. Name, postal address and telephone numbers of the client:

2. Details of the Agent:

- a. Title, Surname and Initials:

- b. Identity number / Passport number:

- c. Registration number with SACPCMP:

- d. Office Tel. number and/or Mobile number:

- e. Postal address:

3. Name, postal address and telephone numbers of the appointed principal contractor:

4. Name, postal address and telephone numbers of designer of the project:

5. Name, postal address and telephone numbers of the following persons:

- a. Construction Manager:

- b. Construction Health and Safety Manager:

- c. Construction Health and Safety Officer:

6. Exact physical address of the construction and the site office:

NTABANKULU LOCAL MUNICIPALITY
NLM/TS/CMSF/2025/2026 CONSTRUCTION OF MBANGWENI/MAGOMBENI SPORTS FIELD

7.	Nature of construction work:	
8.	Expected commencement date:	
9.	Expected completion date:	
10.	Estimated number of persons on the construction site:	
11.	Planned number of contractors on site accountable to the principal contractor:	
12.	Name(s) of contractors appointed:	
13.		
	_____ Signature of Client/Client's Agent	
14.		
	_____ Signature of Principal Contractor	
Additional Information:		

ANNEXURE 2

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1.a. Name and postal address of Principal Contractor:

1.b. Name and telephone nr. of Principal Contractor's contact person:

2. Principal Contractor's Compensation Registration Number:

3.a. Name and postal address of Client:

3.b. Name and telephone nr. of Client's contact person or agent:

4.a. Name and postal address of Designer(s) for the Project:

4.b. Name and telephone nr. of Designer(s) contact person:

5. Name and telephone nr. of Principal Contractor's Construction Supervisor on Site as appointed in terms of Regulation 8(1):

6. Name(s) of Principal Contractor's Sub-ordinate Supervisors on site as appointed in terms of Regulation 8(2):

7. Exact physical address of the Construction Site or Site Office:

[illegible]

Annexure 3		CONSTRUCTION REGULATIONS, 2014	
OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993		Medical Certificate of Fitness	
Name of Employee _____		ID Number _____	Co Number _____
* Occupation e.g General worker, Welder, Bricklayer, Steel fixer, Mobile crane operator, etc	* Possible Exposure e.g Noise, Heat, Fall risk, Confined spaces, etc	* Job Specific Requirements e.g Operating mobile crane, Digging trenches, Erecting formwork and support work etc	* Protective Clothing e.g Dust respirator, Welding gloves, etc
* The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination Declaration by the Medical Examiner: I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties as described by the employer in the matrix above. Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: _____ Signature _____ Practice Number _____ Date _____ Address _____			

C3.4 ENVIROMENTAL MANAGEMENT PLAN

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PART D: ENVIRONMENTAL MANAGEMENT PLAN

PES1 GENERAL

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 WORKING AREA

An area of the site will be defined by the Engineer for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Engineer for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Engineer, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 SITE CAMPS

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times. Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams. Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills. After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Engineer.

PES4 SANITATION

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Engineer. Toilets shall not be located on flood plains where the possibility of flooding exists. Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 REFUSE

The site is to be kept clean, neat and tidy to the Engineer's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site. No burning of refuse is permitted.

PES6 DUST

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised. The Contractor shall control dust over the site of the Works, on access Road/tracks, on stockpiles and spoil sites or borrow pits. Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 NOISE

Noise levels are to be kept within reasonable norms as determined by the Engineer, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained. The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Engineer regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 SOCIAL DISRUPTION

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Engineer will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 INFORMAL SETTLEMENTS

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3, and report any sign of informal shack development within three hours of commencement of such activity.

PES10 TRAFFIC

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all Road ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 OVERHEAD POWER LINES

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

PES12 REMOVAL OF PROTECTED PLANTS FROM SITE

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this. The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 FIRE PREVENTION AND CONTROL

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Engineer. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) ie. fire alert stage yellow. The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 ENVIRONMENTAL TRAINING

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 WORK STOPPAGE

The Engineer shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example, mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 ENVIRONMENTAL MONITORING

The Engineer will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Engineer and Ntabankulu Local Municipality. The content of these reports will be made known to the Contractor by the Engineer. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 MEASUREMENT AND PAYMENT

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

PART C4: SITE INFORMATION

C4.1 Locality

Ntabankulu Sportsfield (Erf 1824) is located in Ward 10 of Ntabankulu Local Municipality, on the northern side of Ntabankulu CBD.

The site longitude and latitude co-ordinates are 30°56'58.17"S and 29°18'10.37"E respectively.

The town falls within municipal area of Ntabankulu Local Municipality which is one of the municipalities which make up the Alfred Nzo District Municipality.

See Figure 1 - Aerial Photograph.

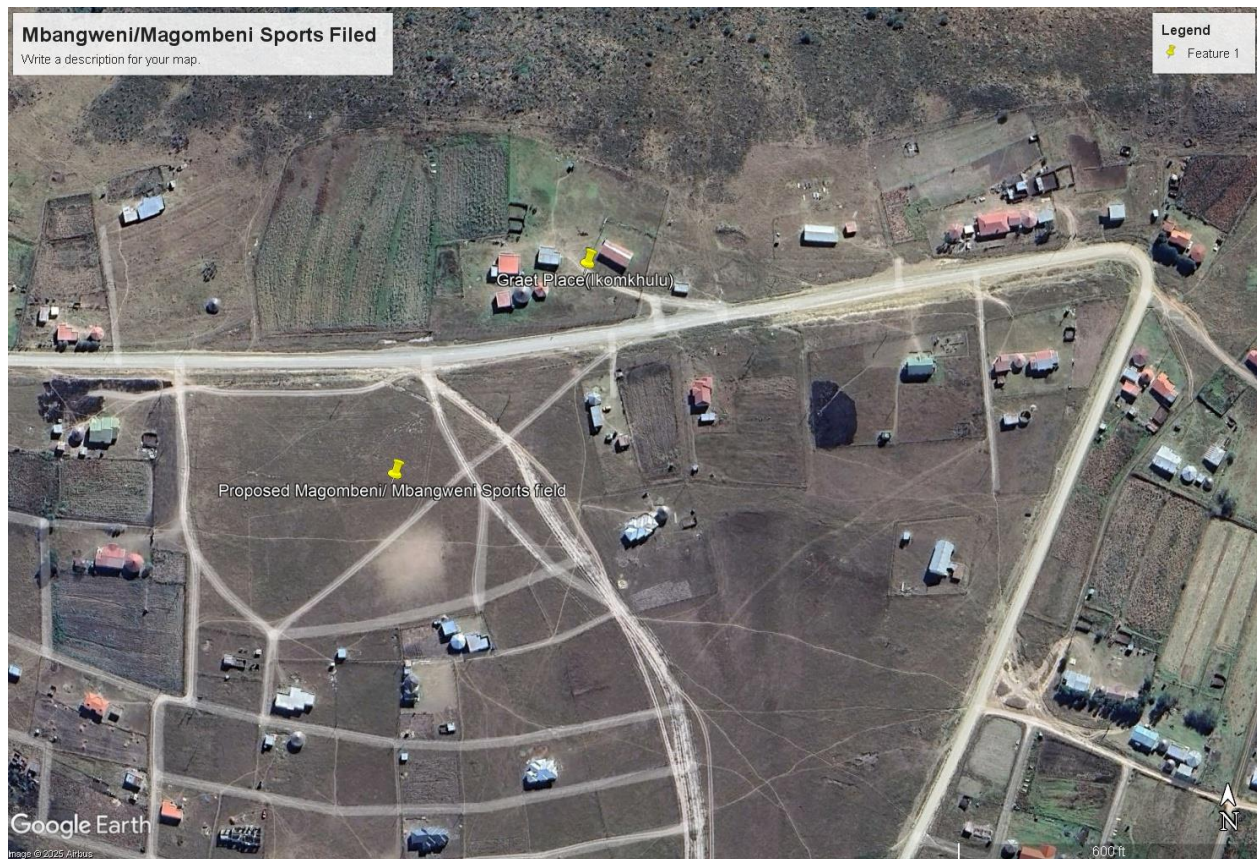


Figure 1 – Aerial Photograph source from Google Earth

C4.2 Surveys Beacons/Setting Out

The contractor will be responsible for setting out of the works, according to the issued construction drawings.

Additional

C4.3 Geological Information

According to the 1:250 000 scale geological series map area 3028 Kokstad printed by Council for Geoscience, the area is underlain by grey, greenish grey and brownish red mudstone, yellow and grey fine-grained sandstone of the Adelaide Subgroup in the Beaufort Group, within the Karoo Supergroup. The lithology was formed during the Permian era.

The area is also dolerite, which is an intrusive rock. Dolerite is a type of igneous rock that is formed when magma cools and solidifies underground. It is typically dark in color and has a coarse-grained texture. Dolerite is often found in association with other igneous rocks, such as granite and gabbro.

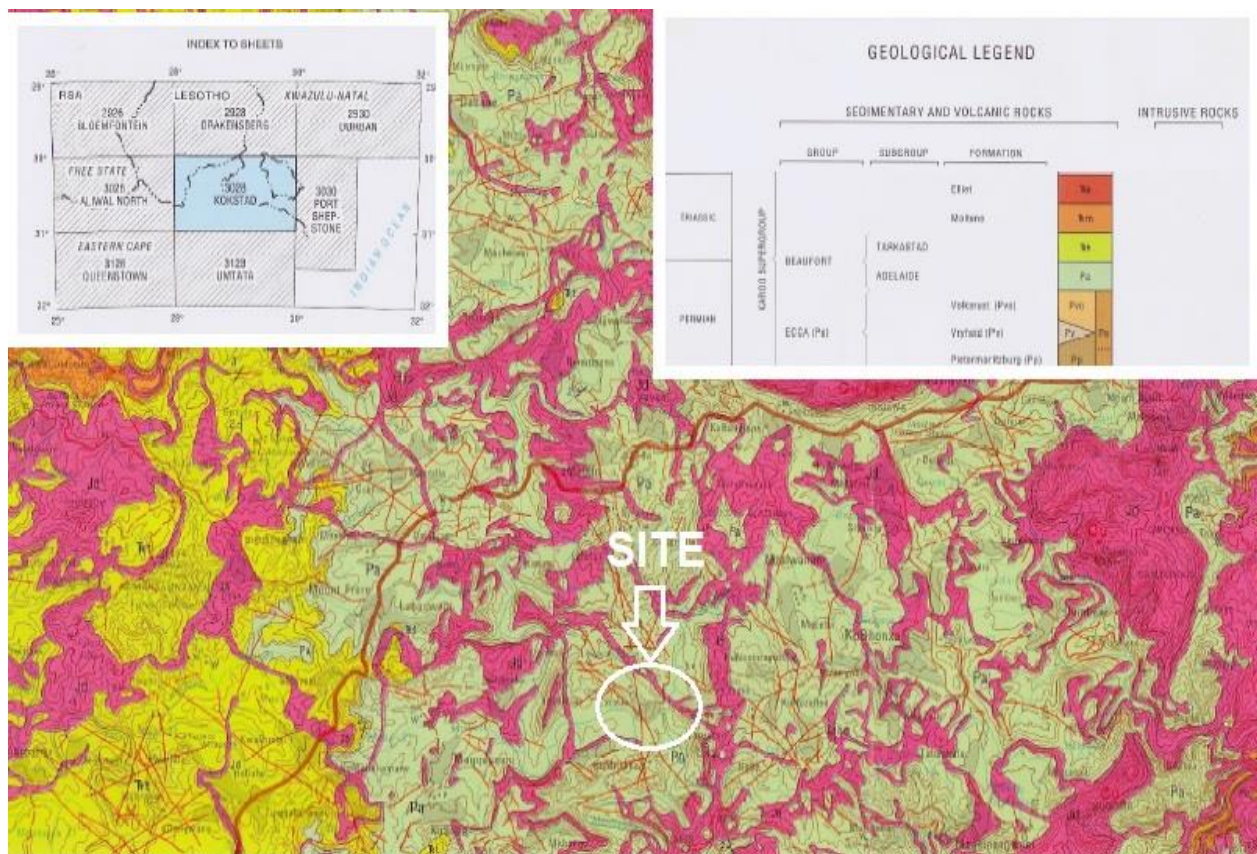


Figure 2 – Geological Map Extract *Source: 1:250 000 Geological Map Series – Council of Geo-Science*

C4.4 Material Information

Locally Sourced Materials:

- Cement
- Sand
- Bricks
- Stone Aggregate
- and other ancillaries

Non-Local Material to be sourced:

- Asphalt
- G2 to G6 material
- Precast Kerbs
- Segmented block pavers
- Polyurethane Synthetic surface
- High-mast Floodlights and other Electrical components

C4.5 Existing Services

The contractor shall obtain information regarding all existing services from the service authorities' e.g., local authority, Telkom, Eskom etc.

The services shall be protected by the contractor during construction.

C4.6 Traffic accommodation/Access to Property

The Contractor is to provide appropriate traffic accommodation. Temporary signage for traffic safety and construction vehicles warning will have to be provided to all affected stands, during construction.

C4.7 Access to the Works

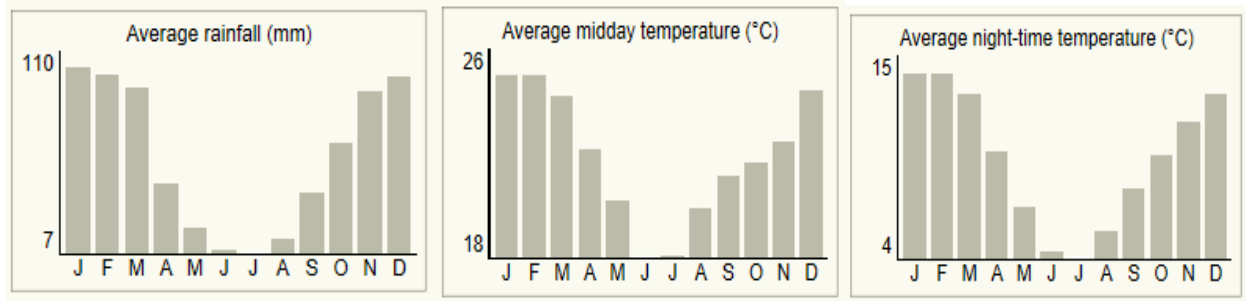
Access to the site will be through surfaced road behind Shoprite shopping Centre.

C4.8 Typical Weather Conditions

Ntabankulu normally receives about 672mm of rain per year, with most rainfall occurring mainly during mid-summer. The chart below (right) shows the average rainfall values for Ntabankulu per month. It receives the lowest rainfall (7mm) in July and the highest (102mm) in January.

The monthly distribution of average daily maximum temperatures (centre chart below) shows that the average midday temperatures for Ntabankulu range from 18.5°C in June to 25°C in January. The region is the coldest during July when the mercury drops to 4.4°C on average during the night.

Consult the chart below (lower right) for an indication of the monthly variation of average minimum daily temperatures.



Source: [Climate-Data-Org](#).

C4.9 Site Security

The contractor is responsible for his own security.

PART C5: DRAWINGS

A. PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

B. LIST OF DRAWINGS

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°	Description
		7 A Aside Soccer pitch layout Plan
		Fencing
		Ablution facilities
		Combi Corts