

NTABANKULU LOCAL MUNICIPALITY



CONSTRUCTION OF BONXA 50 HOUSING UNITS

VOLUME 1: CONTRACT DOCUMENT

CONTRACT NO.: NLM/PMU/CHU/2025/2026/01

Name of Tenderer:

Tender Amount:

SARS PIN:

CSD No:

**This tender closes at 12h00 on 16 February 2026 at the offices of the
Ntabankulu Local Municipality, Erf 85 Main Road,
Ntabankulu**

Issued by:

Ntabankulu Local Municipality
Erf 85
Main Road
Ntabankulu
5130

Contact Person: Mr. N Bunge

Telephone: (039) 258 0056

Prepared by:

Excel Quantity Surveyors
Unit 4f5,
Leeds Road
Mthatha
5099

Contact Person: Mr. M. Songo

Telephone: (047) 531 1974

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.: NLM/PMU/CHU/2025/2026

CONSTRUCTION OF BONXA 50 HOUSING UNITS

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER :

ADDRESS :

.....

.....

TELEPHONE NUMBER :

FAX NUMBER :

CELLULAR NUMBER :

E-MAIL ADDRESS :

CONTACT PERSON :

OFFERED TOTAL : R.....

(Amount brought forward from the Form of Offer and Acceptance inclusive of VAT) *

Signed by authorised representative of the Tenderer:

DATE:

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50 HOUSING UNITS

<u>DESCRIPTION</u>	<u>COLOUR</u>
Summary for Tender Opening Purposes	
PORTION 1 THE TENDER	
Part T1: Tendering Procedures	White
T1.1 Tender Notice and Invitation to Tender	White
T1.2 Tender Data	Pink
T1.3 Standard Conditions of Tender.....	Pink
Part T2: Returnable Documents	Yellow
T2.1 Returnable Schedules required for Tender Evaluation Purposes	Yellow
T2.2 Other Documents required for Tender Evaluation Purposes	Yellow
T2.3 Returnable Schedules that will be incorporated in the Contract	Yellow
THE CONTRACT	
Part C1: Agreement And Contract Data	White
C1.1 Form of Offer and Acceptance	White
C1.2 Contract Data.....	White
C1.3 Performance Guarantee (Pro forma).....	White
C1.4 Retention Money Guarantee (Pro forma)	White
C1.5 Agreement in Terms of Occupational Health and Safety Act, Regulation 2014 (Act No 85 Of 1993).....	White
Part C2: Pricing Data	Yellow

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

Part C3:	Scope of Works.....	Blue
C3.1	Description of the works	Blue
C3.2	Engineering.....	Blue
C3.3	Construction.....	Blue
C3.3	Management.....	Blue
C3.4	Occupational Health and Safety Specifications	Blue
Part C4:	Site Information	Green
C4.1	Geotechnical information	
Volume 2:	Tender Drawings.....	White
Part C5.1	Drawings	

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01CONSTRUCTION OF

BONXA 50 HOUSING UNITS

PORTION 1 : THE TENDER

PART T1	Tendering Procedures	T1.2 – T1.30
PART T2	Returnable Documents	T2.1 – T2.34

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01CONSTRUCTION

OF BONXA 50 HOUSING UNITS

PART T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender
T1.3

T1.2 Tender Data
T1.6

Annex F CIDB Standard Conditions of Tender (*Government Gazette No. 31823, 30 January 2009*)

Bound immediately after Tender Data

Annex P NLM Municipality – Supply Chain Management Policy can be viewed at the procurement



BID NOTICE AND INVITATION TO BID

Ntabankulu Local Municipality is calling upon experienced, competent, and qualified service providers that will construct the project below:

Project name	Contract no.	Date of compulsory clarification session	Closing Date of Tender and Time	CIDB Grading	Preference points system
Construction of 50 Housing Units in ward 1	NLM/PMU/CHU/2025/2026/01	16 February 2026 12H00 at Ntabankulu Main boardroom	09 March 2026 at 12H00 at Ntabankulu LM	Grade 6GB or Higher	80/20

A detailed specification will be attached to the tender document.

Bid documents may be obtained from the Ntabankulu Local Municipality offices at ERF 85, Main Street, Ntabankulu, 5130, **during office hours 08H00 to 16H30 (Monday to Thursday), and 08H00 to 15H30 on Fridays. Bid documents may be obtained on the Ntabankulu Local Municipality website immediately after the briefing session.**

A **compulsory briefing meeting/session and site inspection** has been scheduled for **16 February 2025 at 12H00, at Ntabankulu Local Municipality main boardroom after which bidders and representatives of the municipality will proceed to the site.**

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant bid number and must be deposited in the official bid box clearly marked **“RELEVANT PROJECT NAME AND CONTRACT NUMBER”** in the main entrance of the Ntabankulu Municipality at ERF 85, Main Street, Ntabankulu, 5130 not later than **12h00**, at which time 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, 4.5**(bids above 10 million)**, 6.1, 8 & 9 **(Signed after the date of the Advert)**
 - Tenderers must provide past three (3) Years Audited Annual Financial statements signed by registered and accredited accountant. (bids above 10 million)
 - Proof of company registration .
 - Original Certified ID copies for the entity owner/s
 - Proof of registration with the CIDB
 - Project team with their full CV's.
 - An approved formal guarantee and 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).
 - Occupational health and safety plan.
 - Proof of registration with NHBRC.
 - Valid original or certified copy of BBEE Verification Certificate, or original sworn affidavit
- NB. All certification must not be more than 3 months old and must be in its original format.**
- Proof of municipal rates clearance for both the company and all Directors of the company or a signed lease agreement/s by both parties and confirmation that there is no billing where the entity is based including the directors
 - 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. CSD Report to be attached
 - NB. Tender documents must be filled/completed in its original format; no copies will be accepted.

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

Stage 1 Technical or Functionality Evaluation

Functionality will be evaluated based on capacity and experience and bidders who do not have a minimum functionally assessment of 70% will be considered non-responsive and not evaluated further.

Construction of 50 Housing units

CRITERIA;	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Experience on Similar Project	Max 5	20
Personnel Experience	Max 5	20
Plant and Equipment Relevant to Project	Max 5	15
Financial Capacity	Max 5	15
Methodology	Max 5	15
NHBRC Registration in Good Standing	Max 5	15
TOTAL		100

Stage 2: Price and Specific Goals

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		
Business owned by <50% black people		1		
Business owned by =>50% women		3		
Business owned by <50% women		1		
Business owned by =>50% Youth (age <= 35		5		

years on the closing date)				
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		

Bidders are required to score a minimum of 70% on the evaluation criteria

The provisions of the Preferential Procurement Regulations 2022 will apply.

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest bid or any bid. Late, incomplete, telegraphic, or facsimile bids 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 any tender or to furnish reasons for its decisions.

Further enquiries should be directed to **Mr N. Bunge** at **060 964 9522** or **bungen@ntabankulu.gov.za** or **Mr N. Dinwayo** at **dinwayon@ntabankulu.gov.za** or **082 788 9601** during office hours i.e. between 08h00 and 16h30.

Requested by

.....
N. Ntshobane
Bid Specification Chairperson

Recommended by

.....
M. Mhlifili
Chief Financial Officer

Approved by

.....
I. Sikhulu-Nqwena
Municipal Manager

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the Government Gazette No. 42622 dated August 2019. A copy is attached directly after this section.

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

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

Clause number	Addition or Variation to Standard Conditions of Tender
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

C.1.2	<p>The documents issued by the employer for the purpose of a tender offer are listed in the tender data.</p> <p>VOLUME 1: TENDER DOCUMENT</p> <p>PORTION 1: TENDER</p> <p>Part T1 Tendering procedures</p> <p>Section T1.1 Tender notice and invitation to tender</p> <p>Section T1.2 Tender data</p>
-------	--

Clause number	Addition or Variation to Standard Conditions of Tender
	<p>Section T1.3 Standard conditions of Tender</p> <p>Part T2 Returnable documents</p> <p>Section T2.1 List of returnable documents</p> <p>Section T2.2 Returnable schedules</p> <p>PORTION 2: THE CONTRACT</p> <p>Part C1 Agreements and Contract Data</p> <p>Section C1.1 Form of offer and acceptance</p> <p>Section C1.2 Contract data</p> <p>Section C1.3 Form of Guarantee</p> <p>Section C1.4 Form of retention</p> <p>Section C1.6 Agreement in terms of Occupational Health and Safety Act, 2014</p> <p>Part C2 Pricing Data</p> <p>Section C2.1 Pricing Instructions</p> <p>Section C2.2 Bill of Quantities</p> <p>Part C3 Scope of Works</p> <p>Section C3.1 Description of the Works</p> <p>Section C3.2 Engineering</p> <p>Section C3.3 Construction</p> <p>Section C3.4 Management</p> <p>Part C4 Site Information</p> <p>Section C4.1 Geotechnical Report</p> <p>VOLUME 2: TENDER DRAWINGS</p> <p>Part C5 Drawings</p>
C.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.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
C.1.4	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
C.1.5	Cancellation and Re-Invitation of Tenders

Clause number	Addition or Variation to Standard Conditions of Tender
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.: NLM/TS/CHU/2025/2026/01

CONSTRUCTION OF BONXA 50 HOUSING UNITS

PREFERENTIAL PROCUREMENT POLICY

1. Stage 1: Functionality
2. The 80 / 20 Preference Point System

THE NLM MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY

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

FOR HOUSING UNIT:

CRITERIA	POINTS	MAXIMUM POINTS
<p>1. EXPERIENCE ON SIMILAR PROJECTS</p> <ul style="list-style-type: none"> • Experience in the construction of at least three (3) or more General Building with a project value of R10m or greater per project • Experience in the construction of at least two (2) General Building with a project value of R10m or greater per project • Experience in the construction of at least one (1) General Building with a project value of R10m or greater per project • Bidder has submitted no information or inadequate information to determine the scoring level. <p>NB: Tenderers to provide appointment letters, completion certificates, reference letters with contactable references.</p>	<p>20 Points</p> <p>15 Points</p> <p>10 Points</p> <p>0 Points</p>	<p>20 Points</p>
<p>2. PERSONNEL EXPERIENCE</p> <ul style="list-style-type: none"> • Project Manager / Construction Manger <ul style="list-style-type: none"> ○ A BSc or BTech Degree in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A BSc or BTech Degree in the Built Environment with <u>5 to 9 years' post graduate experience</u> working on General Building. ○ A BSc or BTech Degree in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Site Agent <ul style="list-style-type: none"> ○ A National Diploma or N6 in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A National Diploma or N6 in the Built Environment with <u>5 to 9 years' post graduate experience</u> working on General Building. ○ A National Diploma or N6 in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Site Foreman <ul style="list-style-type: none"> ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>5 to 9 years' or more post graduate experience</u> working on General Building. ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Bidder has submitted no information or inadequate information to determine the scoring level or has experience less than the required minimum years <p>NB: Certified copies of ID's, qualifications and accreditation/ trade test certificates must be provided.</p>	<p>10 Points</p> <p>7 Points</p> <p>4 Points</p> <p>5 Points</p> <p>3 Points</p> <p>1 Points</p> <p>5 Points</p> <p>3 Points</p> <p>1 Points</p> <p>0 Points</p>	<p>10 Points</p> <p>5 Points</p> <p>5 Points</p>

<p>3. <u>Plant and Equipment Relevant to Project</u></p> <ul style="list-style-type: none"> ○ Ownership of the Five (5) following plant and equipment: 1. TLB; 2. Tipper Truck 3. Drop- side Truck; 4. Compactor/Roller; and 5. Batching Plant or Concrete Mixers. These must be owned by the tenderer and Proof of Ownership must be provided. ○ Ownership of at least Three (3) of the above-mentioned plant and equipment. Tenderer to provide proof of ownership for the Three (3) plant and equipment and a letter of intent to lease together with an affidavit from plant hire company must be provided for the plant and equipment that will be hired. ○ A letter of intent to lease together with an affidavit from a plant hire company must be provided for the five (5) plant and equipment that will be hired. <p>• Bidder has submitted no information or inadequate information to determine the scoring level or does not have the relevant plant and equipment required.</p> <p>N.B. Tenderer must provide copies of registration certificates for owned plant or a signed commitment to provide plant from a plant hire company. (Relevant plant and machinery; TLB, Truck side dropper, Compacting machinery, water cart)</p>	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<ul style="list-style-type: none"> ○ <u>Financial Capacity</u> ○ Proof of working capital of at least 5% of the project value. The proof to be in the form of a letter from a bank or accredited financial Institution. ○ Bank rating letter with a minimum of C rating ○ Letters of credit references from suppliers and credits limits with a minimum of R500 000.00 (minimum of 2 letters required). Letters to be signed, dated. ○ Bidder has submitted no information or inadequate information to determine the scoring level or does not have the relevant plant and equipment required. <p>NB: Tenderers must provide three (3) years financial statements signed by registered and accredited accountant. Letters and proof of the above requested documents should not be older than three (3) months.</p>	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>4. <u>METHODOLOGY</u></p> <ul style="list-style-type: none"> ○ Presentative project specific methodology with both the works programme OHS Plan, Risk analysis, SMME Strategy and Cash flow projection. ○ Presentative project specific methodology with works programme, OHS Plan and Risk analysis ○ Presentative project specific methodology without OHS Plan, Risk analysis and SMME Strategy ○ Bidder has submitted no method statement, Cash flow, works programme, OHS Plan, Risk analysis and SMME Strategy 	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>5. <u>NHBRC REGISTRATION IN GOOD STANDING</u></p> <ul style="list-style-type: none"> ○ Tenderer has provided proof of proof of registration with NHBRC. ○ Tenderer has not provided any proof of registration with NHBRC. 	<p>15 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>TOTALS</p>		<p>100 POINTS</p>

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 any tender or to furnish reasons for its decisions.

Further technical enquiries should be directed to **Ms. N.Bunge** at Bungen@ntabankulu.gov.za or 0609649522 and procurement or SCM enquiries should be directed to **Mr. N.Dinwayo** at Dinwayon@ntabankulu.gov.za or **082 788 9601** during office hours i.e. between 08h00 and 16h30.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTIONS OF

BONXA 50 HOUSING UNITS

STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
1.	GENERAL	T1.18
1.1	Actions	T1.18
1.2	Tender documents	T1.18
1.3	Interpretation	T1.18
1.4	Communication and employer's agent	T1.18
1.5	The Employer's right to accept or reject any tender offer	T1.18
2.	TENDERER'S OBLIGATIONS	T1.19
2.1	Eligibility	T1.19
2.2	Cost of tendering	T1.19
2.3	Check documents	T1.19
2.4	Confidentiality and copyright of documents	T1.19
2.5	Reference documents	T1.19
2.6	Acknowledge addenda	T1.19
2.7	Site visit and clarification meeting	T1.20
2.8	Seek clarification	T1.20
2.9	Insurance	T1.20
2.10	Pricing the tender offer	T1.20
2.11	Alterations to documents	T1.20
2.12	Alternative tender offers	T1.21
2.13	Submitting a tender offer	T1.21
2.14	Information and data to be completed in all respects	T1.22
2.15	Closing time	T1.22
2.16	Tender offer validity	T1.22
2.17	Clarification of tender offer after submission	T1.22

2.18 Provide other material

T1.23

2.19	Inspections, test and analysis	T1.23
2.20	Submit securities, bonds, policies, etc.	T1.23
2.21	Check final draft	T1.23
2.22	Return of other tender documents	T1.23
2.23	Certificates	T1.24
3.	EMPLOYER'S UNDERTAKINGS	T1.24
3.1	Respond to clarification	T1.24
3.2	Issue addenda	T1.24
3.3	Return late tender offers	T1.24
3.4	Opening of tender submissions	T1.24
3.5	Two envelope system	T1.25
3.6	Non-disclosure	T1.25
3.7	Grounds for rejection and disqualification	T1.25
3.8	Test for responsiveness	T1.25
3.9	Arithmetical errors	T1.26
3.10	Clarification of a tender offer	T1.26
3.11	Evaluation of tender offers	T1.27
3.12	Insurance provided by the employer	T1.28
3.13	Acceptance of tender offer	T1.28
3.14	Notice to unsuccessful tenderers	T1.29
3.15	Prepare contract documents	T1.29
3.16	Issue final contract	T1.29
3.17	Complete adjudicator's contract	T1.29
3.18	Provide copies of the contracts	T1.30

These standard conditions of tender are identical to those published in SANS 294:2004 (Annexure F)

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF

BONXA 50 HOUSING UNITS STANDARD

CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the 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.

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

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 the conditions of tender.

1.3.2 The 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.

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.

1.5 The Employer's right to accept or reject any tender offer

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 shall give reasons for such action.

- 1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

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 comply with requirements.

2.3 Check documents

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

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.

2.5 Reference documents

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

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.

2.7 Site visit and clarification meeting

Attend, where required, a site visit and 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.

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.

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.

2.10 Pricing the tender offer

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.

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

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.

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.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions 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.

2.12 Alternative tender offers

2.12.1 Submit alternative tender offers only if 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.

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.

2.13 Submitting a tender offer

2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in BLACK INK.

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.

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.

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

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.

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.

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.

2.14 Information and data to be completed in all respects

Accept that the 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 being non-responsive.

2.15 Closing time

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.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 Tender offer validity

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.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

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 should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of 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 being non-responsive.

2.18.2 Dispose of samples of materials, where required.

2.19 Inspections, test and analysis

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

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.

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.

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.

2.23 Certificates

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

3. EMPLOYER'S UNDERTAKINGS

3.1 Respond to clarification

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

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 of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, 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.

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.

3.4 Opening of tender submissions

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

3.4.2 Announce at the public 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.

3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

3.5 Two envelope system

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

Do 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 event of a contract, until after the award of the contract to the successful tenderer.

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.

3.8 Test for responsiveness

- 3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of the conditions of tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the items, 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.

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

3.9 Arithmetical errors

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 a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obvious 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 items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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.

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.

3.11 Evaluation of tender offers

3.11.1 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 methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

3.11.2 Method 1: In the case of a financial offer:

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

3.11.3 Method 2: In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.4 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.5 Method 4: In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- d) Calculate total tender evaluation points.

- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

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

3.11.6.1 Scoring financial offers

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

Points Awarded for Price (Ps)

A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The other tenders will

be awarded points on the ratio to bench mark price as follows;

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

- Ps = Points scored for price of bid under consideration;
- Pt = Price of tender under consideration; and
- Pmin = Price of lowest acceptable tender.

3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.

3.12 Insurance provided by the employer

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

3.13 Acceptance of tender offer

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

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. Provided that 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.

3.14 Notice to unsuccessful tenderers

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

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.

3.16 Issue final contract

Prepare and issue the final draft of the 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.

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.

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.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

PART T2 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents.

T2.1	Returnable Schedules Required for Tender Evaluation Purposes	T2.2
T2.2	Other Documents Required for Tender Evaluation Purposes	T2.14
T2.3	Returnable Schedules That Will Be Incorporated In The Contract	T2.43

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50
HOUSING UNITS

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

FORM 2.1.1: Authority for Signatory	T2.3
FORM 2.1.2: Schedule of Work Carried Out By Tenderer	T2.6
FORM 2.1.3: Proposed Key Personnel	T2.7
FORM 2.1.4: Schedule of Constructional Plant.....	T2.9
FORM 2.1.5: Schedule of Proposed Subcontractors	T2.10
FORM 2.1.6: Estimated Monthly Expenditure	T2.11
FORM 2.1.7: Details of Alternative Tenders Submitted	T2.12
FORM 2.1.8: Amendments and Qualifications by Tenderer	T2.13

FORM 2.1.1 AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for company

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

As witness

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

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs, authorised signatory of the company,

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
 Signature: Sole owner

2.....
 Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

FORM 2.1.2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. Please list in full the Employer's name and address, and the name of the professional person responsible for supervising the works.

Alternatively, tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

FORM 2.1.4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. Distinguish between plant immediately available for the works, plant to be hired for use on the works and plant to be acquired if the tender is successful.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

FORM 2.1.5 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall, in accordance with the provisions of condition of tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a Tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

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

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

Tenderer.....

FORM 2.1.6 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH	VALUE (VAT Inclusive)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
	COMPLETION OF CONTRACT
TOTAL	R

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

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

Tenderer.....

FORM 2.1.7 DETAILS OF ALTERNATIVE TENDERS SUBMITTED

See conditions of tender.

DESCRIPTION

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

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

Tenderer.....

FORM 2.1.8 AMENDMENTS AND QUALIFICATIONS BY TENDERER

See conditions of tender

PAGE	DESCRIPTION

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

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

Tenderer.....

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM 2.2.1:	Certificate of Tenderer's Attendance at The Site / Clarification Meeting	T2.15
FORM 2.2.2	Declaration Of Good Standing Regarding Tax.....	T2.16
FORM 2.2.3	Financial Details, Statements and Bank References	T2.17
FORM 2.2.4	Invitation to Tender (MBD1).....	T2.18
FORM 2.2.5	Declaration of Interest (MBD4).....	T2.22
FORM 2.2.6	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	T2.26
FORM 2.2.7	Declaration for Procurement Above R10 Million (Vat Included).....	T2.28
FORM 2.2.8	Certificate of Independent Tender Determination (SBD9).....	T2.30
FORM 2.2.9	Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017	T2.33
FORM 2.2.10	Proof of Registration with Construction Industry Development Board	T2.39
FORM 2.2.11	Declaration of Municipal Fees	T2.40
FORM 2.2.12	Declaration of Interest	T.2.41

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE SITE /
CLARIFICATION MEETING**

This is to certify that I ,
representative of (Tenderer)
.....
of (address)
.....
.....
Telephone number
Fax number
visited and examined the Site on (date)
in the company of (Engineer/Engineer's Representative)

TENDERER'S REPRESENTATIVE:

ENGINEER'S REPRESENTATIVE:

FORM 2.2.3 FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

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

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

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

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

Tenderer.....

FORM 2.2.4 INVITATION TO BID

MBD1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NTABANKULU LOCAL MUNICIPALITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
-------------	--	---------------	--	---------------	--

DESCRIPTION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	---	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

TERMS AND CONDITIONS FOR BIDDING

PART B

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**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 QUANTITY DESCRIPTION NO.	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------------------------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)?
*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

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

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

FORM 2.2.5 DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

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, hareholder²):.....

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, principle shareholders or stakeholders
in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

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

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

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating

contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (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)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [Tick applicable box]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

FORM 2.2.6 DECLARATION CERTIFICATE FOR LOCAL PRODUCT AND CONTENT

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.theNtabankulu Local Municipality.gov.za/industrial development/ip.jsp](http://www.theNtabankuluLocalMunicipality.gov.za/industrialdevelopment/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 offered 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 Ntabankulu Local Municipality must be informed accordingly in order for the Ntabankulu Local Municipality 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.thedtic.gov.za/>. 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 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.

(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: _____

FORM 2.2.7 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

Item	Question	Yes	No
4.4	er 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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

FORM 2.2.8 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

TENDERERS 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.
-
-
- 1.2 If no, un-audited financial statements must be submitted with your tender
-
-
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 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.
- 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 Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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
Js9141w 4

.....
Name of Bidder

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF

BONXA 50 HOUSING UNITS

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1:	Form Concerning Fulfilment of The Construction Regulations, 2003	T2.44
FORM 2.3.2:	Record of Addenda To Tender Documents	T2.46
FORM 2.3.3	Compulsory Enterprise Questionnaire	T2.47
FORM 2.3.4	Quality Schedule	T2.51
	Principal Contractor (Declaration).....	T2.52

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4 Provide details of proposed training (if any) that will be undergone:

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

5 Potential key risks identified and measures for addressing risks:

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

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by 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		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

FORM 2.3.3 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:

Section 4: CSD registration number:.....

Section 5: 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 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: 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:

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

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

*

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

*Insert separate page if necessary.

Section 8: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or 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, in the service of any of the following:

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

*

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

Signed Date

Name Position

Enterprise name:

FORM 2.3.4 QUALITY SCHEDULE

The 70 points for quality will be scored as follows:

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

Quality points will be earned based on the reputation of the tenderer, technical capacity of the tenderer as follows:

FOR HOUSING UNIT:

CRITERIA	POINTS	MAXIMUM POINTS
<p>6. EXPERIENCE ON SIMILAR PROJECTS</p> <ul style="list-style-type: none"> • Experience in the construction of at least three (3) or more General Building with a project value of R10m or greater per project • Experience in the construction of at least two (2) General Building with a project value of R10m or greater per project • Experience in the construction of at least one (1) General Building with a project value of R10m or greater per project • Bidder has submitted no information or inadequate information to determine the scoring level. <p>NB: Tenderers to provide appointment letters, completion certificates, reference letters with contactable references.</p>	<p>20 Points</p> <p>15 Points</p> <p>10 Points</p> <p>0 Points</p>	<p>20 Points</p>
<p>7. PERSONNEL EXPERIENCE</p> <ul style="list-style-type: none"> • Project Manager / Construction Manger <ul style="list-style-type: none"> ○ A BSc or BTech Degree in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A BSc or BTech Degree in the Built Environment with <u>5 to 9 years' post graduate experience</u> working on General Building. ○ A BSc or BTech Degree in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Site Agent <ul style="list-style-type: none"> ○ A National Diploma or N6 in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A National Diploma or N6 in the Built Environment with <u>5 to 9 years' post graduate experience</u> working on General Building. ○ A National Diploma or N6 in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Site Foreman <ul style="list-style-type: none"> ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>10 years' or more post graduate experience</u> working on General Building. ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>5 to 9 years' or more post graduate experience</u> working on General Building. ○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>5 years or less' post graduate experience</u> working on General Building. • Bidder has submitted no information or inadequate information to determine the scoring level or has experience less than the required minimum years 	<p>10 Points</p> <p>7 Points</p> <p>4 Points</p> <p>5 Points</p> <p>3 Points</p> <p>1 Points</p> <p>5 Points</p> <p>3 Points</p> <p>1 Points</p> <p>0 Points</p>	<p>10 Points</p> <p>5 Points</p> <p>5 Points</p>

<p>NB: Certified copies of ID's, qualifications and accreditation/ trade test certificates must be provided.</p>		
<p>8. <u>Plant and Equipment Relevant to Project</u></p> <ul style="list-style-type: none"> ○ Ownership of the Five (5) following plant and equipment: 1. TLB; 2. Tipper Truck 3. Drop- side Truck; 4. Compactor/Roller; and 5. Batching Plant or Concrete Mixers. These must be owned by the tenderer and Proof of Ownership must be provided. ○ Ownership of at least Three (3) of the above-mentioned plant and equipment. Tenderer to provide proof of ownership for the Three (3) plant and equipment and a letter of intent to lease together with an affidavit from plant hire company must be provided for the plant and equipment that will be hired. ○ A letter of intent to lease together with an affidavit from a plant hire company must be provided for the five (5) plant and equipment that will be hired. <p>• Bidder has submitted no information or inadequate information to determine the scoring level or does not have the relevant plant and equipment required.</p> <p>N.B. Tenderer must provide copies of registration certificates for owned plant or a signed commitment to provide plant from a plant hire company. (Relevant plant and machinery; TLB, Truck side dropper, Compacting machinery, water cart)</p>	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<ul style="list-style-type: none"> ○ <u>Financial Capacity</u> ○ Proof of working capital of at least 5% of the project value. The proof to be in the form of a letter from a bank or accredited financial Institution. ○ Bank rating letter with a minimum of C rating ○ Letters of credit references from suppliers and credits limits with a minimum of R500 000.00 (minimum of 2 letters required). Letters to be signed, dated. ○ Bidder has submitted no information or inadequate information to determine the scoring level or does not have the relevant plant and equipment required. <p>NB: Tenderers must provide three (3) years financial statements signed by registered and accredited accountant. Letters and proof of the above requested documents should not be older than three (3) months.</p>	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>9. <u>METHODOLOGY</u></p> <ul style="list-style-type: none"> ○ Presentative project specific methodology with both the works programme OHS Plan, Risk analysis, SMME Strategy and Cash flow projection. ○ Presentative project specific methodology with works programme, OHS Plan and Risk analysis ○ Presentative project specific methodology without OHS Plan, Risk analysis and SMME Strategy ○ Bidder has submitted no method statement, Cash flow, works programme, OHS Plan, Risk analysis and SMME Strategy 	<p>15 Points</p> <p>10 Points</p> <p>5 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>10. <u>NHBRC REGISTRATION IN GOOD STANDING</u></p> <ul style="list-style-type: none"> ○ Tenderer has provided proof of proof of registration with NHBRC. ○ Tenderer has not provided any proof of registration with NHBRC. 	<p>15 Points</p> <p>0 Points</p>	<p>15 Points</p>
<p>TOTALS</p>		<p>100 POINTS</p>

Failure to complete the above table will result in no points being awarded to the Tenderer. A minimum of 70 points must be score for the bidder to be considered further.

PRINCIPAL CONTRACTOR
DECLARATION AFFIDAVIT

1.0 **BUSINESS PARTICULARS**

- 1.1 Name of Business as registered with the Registrar of Companies/Close Corporations:
- 1.2 Name of Business used for TRADING purposes. If different from 1.1 or name of Business if Business is not registered with the Registrar:
- 1.3 Registration No. as registered with the Registrar of Companies/Close Corporations (if applicable):
- 1.4 Physical address
_____ Code _____
- 1.5 Postal address
_____ Code _____
- 1.6 Telephone No. (_____) Fax No. (_____)
- 1.7 Person/s Nominated for Handling the Affairs of the Business

- 1.8 VAT Registration No. [if applicable]:
- 1.9 Unemployment Insurance Fund No. [if applicable]
- 1.10 Compensation Commissioner Registration No. [if applicable]
- 1.11 Income Tax Reference No.

NB.: Insert personal income tax number if a one person business [sole trader] and personal income tax numbers of all partners in a partnership

1.12 P.A.Y.E. [if applicable]

NB.: An Original Valid Tax Clearance Certificate as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001, and issued by the South Africa Revenue Services (SARS) must be submitted together with this document for registration purposes.

2.0 **TYPE OF BUSINESS**

2.1 Tick Whichever Block is Applicable to Your Business and **ATTACH THE RELEVANT CERTIFIED COPY.**

Type of Business	Tick	Information Required
Public Company Ltd		Certified copy of Certificate of Incorporation [CM3]
Private Company [Pty] Ltd		Certified copy of Certificate of Incorporation [CM3]
Close Corporation cc		Certified copy of CK1 Document and CK2 [if applicable]
Sole Proprietor		Certified copy of I.D. Document
Partnership		Certified copy of Partnership Agreement
Trust		Certified copy of Trust Document

3.0 **COMPANY CLASSIFICATION (Tick one box)**

- Contractor who generates more than 75% of turnover as a Prime Contractor
- Contractor who generates less than 25% of turnover as a Prime Contractor
- Labour-only sub-contractors
- Manufacturer
- Supplier
- Professional service provider
- Other service providers e.g. transporter

4.0 **PREVIOUS BUSINESS INFORMATION**

4.1 Did Your Business Exist Under a Previous Name? (Please Tick) Yes No

4.2 If "Yes" What Was The Previous Business Name?

4.3 Why Was It Changed?

4.4 Who were the previous Owners, Partners, Members or Shareholders?

Name	Capacity

5.0 **PRINCIPAL BUSINESS ACTIVITIES** (Please Specify Hereunder)

5.1 Detail hereunder all trade Associations/Professional Bodies/Business Associations in which you have Membership.

5.2 What is the Enterprise/s annual average turnover (excl. Vat) during the lesser of the period for which the business has been operating or the previous three financial years.

Rand Value of Average Annual Turnover			
Financial Ranges	2020	2021	2022
R0 to R30 000	R	R	R
R30 000 to R100 000	R	R	R
R100 000 to R150 000	R	R	R
R150 000 to R200 000	R	R	R
Over R200 000	R	R	R

5.3 If the Business is established during the present year, please indicate hereunder the date the Business was established and registered with the South African Revenue Services.

6.0 **PREVIOUS EXPERIENCE**

List the last four (4) contracts successfully completed by your Business. (Attach a separate sheet if necessary)

Employer	Contact Person	Contact No.	Value of Work	Year	Nature of Works Undertaken
			R		
			R		
			R		
			R		
			R		

9.0 **VERIFICATION OF INFORMATION SUPPLIED**

I/we the undersigned, warrants that I am/ we are duly authorised to do so on behalf of the Principal Contractor, certifies that the Business complies with all statutory and Municipal requirements and that the information supplied in terms of this document with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Council in addition to any remedies it may have, shall,

- i recover from the Business all costs, losses or damages incurred or sustained by the Council as a result of breach of the contract;
- ii cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellations;
- iii impose the penalties on the Business as provided for herein, and/or
- iv take any other action as may be deemed necessary.

I/we further undertake to submit any other documentary proof to the Council as and when required.

Full Name of
Signatory.....

Capacity of Signatory

I.D. Number

Duly Authorised to sign on behalf of:

Physical
Address.....

.....

Telephone No..... Fax No.

Signature.....

Signed and sworn to before me at

on this the day of20....., by the Deponent, who has acknowledge that she/he knows and understands the contents of this document, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribe oath, and that the prescribed oath shall be binding on his/her conscience.

Full Name

Capacity.....

Commissioner of Oaths.....

.....

NOTE : *All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths*

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF

BONXA 50 HOUSING UNITS

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	Pricing Data
PART C3	Scope of Works
PART C4	Site Information

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.: NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50 HOUSING UNITS

PART C1 AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance.....	C1.2
C1.2	Contract Data	C1.9
C1.3	Performance Guarantee (Pro Forma).....	C1.19
C1.4	Retention Money Guarantee (Pro Forma).....	C1.23
C1.5	Agreement In Terms of the Occupational Health And Safety Act, 2014	C1.25

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50 HOUSING UNITS

C1.1 FORM OF OFFER AND ACCEPTANCE

(AGREEMENT) OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONSTRUCTION OF BONXA 50 HOUSING UNITS

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

By the representative of the Tenderer, deemed to be duly 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.

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organization:

.....

.....

.....

Signature and name of witness:

.....

Signature

.....

Name

Date

.....

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 1 | Agreements and Contract Data, (which includes this Agreement) |
| Part 2 | Pricing Data |
| Part 3 | Scope of Work. |
| Part 4 | 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 there to listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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,

For the Employer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organization:

.....

.....

.....

Signature and name of witness:

.....

Signature

.....

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject**.....

Details

2. **Subject**.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

For the Employer:

.....Signature.....

.....Name.....

.....Signature.....

Name and address of organization:

Name and address of organization:

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

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

..... **Witness Signature**

..... **Witness Name**

..... **Date**

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the..... (day)

of..... (month)

20..... (year)

at..... (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

C1.2 CONTRACT DATA

CONTRACT DATA : JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets.</p>
--	--

42.0	Part 1: Contract Data completed by the Employer
------	--

42.1	CONTRACTING AND OTHER PARTIES
------	--------------------------------------

	Telephone: (039) 258 0056 Email: bungen@ntabankulu.gov.za
--	---

42.1.2 [1.1, 5.1]	<p>The name of the Principal Agent is Excel Quantity Surveyors (Pty) Ltd.</p> <hr/> <p>The address of the Principal Agent is:</p> <p>Physical address: Unit 4f5 49 Leeds Road Mthatha 5099</p> <p>Telephone: 047 531 1974 Fax: 047 531 0409 E-mail: info@excelqs.co.za</p>
-----------------------------	--

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
[11.2.#]	
[31.4.2 #]	2) Lateral support insurance to be effected by the contractor : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[40.2.2.#]	3) Payment will be made for materials and goods: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	5) Extended defects liability period applicable to the following elements: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 12 months from the commencement date and the penalty per calendar day shall be 1.25 cents per R100 of the contract value excl (VAT) per calendar day.
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	JBCC Serious 2000 are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45

	Alternative Indices: Not Applicable
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE – means the date that the possession of the site is given to the contractor</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer’s construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date an ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access to at all times.</p>

	<p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p style="text-align: center;">Damage to the works</p> <p>a) Without in any way limiting the contractor’s obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Add the following as 10.6</p> <p style="text-align: center;">Injury to Persons or loss of or damage to Properties</p> <p>a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer</p>
--	---

	<p>shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.</p> <p>d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p> <p>e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 Add the following as 10.7</p> <p style="text-align: center;">HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent</p>
--	---

	<p>upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract</p>
--	--

	<p>sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor with in fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p>
--	---

	<p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>15.2.1 Under 41: Amend to read as follows "Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of nominated and selected subcontractors"</p>
--	---

	<p>32.5.4 contractor and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the contractor's failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the and contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the</p> <p>38.7 works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
--	---

<p>42.0</p> <p>42.4.1</p>	<p>Part 2: Contract Data provided by the Contractor:</p> <ul style="list-style-type: none"> ▪ Tenderers must submit a project specific Occupational Health and Safety Plan to be approved by the Client, within 21 days of being awarded the contract. ▪ The successful bidder MUST employ or have a registered professional within the built environment within 21 days upon receipt of the appointment letter ▪ Tenders should note that this forms part of a batch of tenders included into the Education Infrastructure Programme within the Alfred Nzo District in the Eastern Cape. Where it is found that a specific tenderer is eligible for more than one contract, the employer reserves the right not to award more than two projects (of the Infrastructure Programme) per tendering entity. The employer further reserves the right not to award a contract to any contractor found to be a high risk of non/under-performance based on the risk assessment of the current workload or past performance of that contractor
	<p>POST-TENDER INFORMATION</p> <p>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</p>
<p>42.5</p>	<p>CONTRACT DETAILS</p>
<p>42.5.1</p>	<p>Contractor:</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax:..... E-mail:</p> <p>.....</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>42.5.2</p>	<p>The accepted contract sum inclusive of tax is</p> <p>R.....</p> <p>Amount in words:</p> <p>.....</p>
<p>42.5.3 [31.3]</p>	<p>The latest day of the month for the issue of an interim payment certificate:</p> <p>.....</p>
<p>42.5.4 [32.12]</p>	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
<p>42.5.5 [32.12]</p>	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>

42.5.7 [14]	The security to be provided by the contractor : (a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 (b) in respect of contracts above R1 million, the contractor will provide, as security , one of the following:								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">(1) cash deposit of 10 % of the contract sum</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">(2) payment reduction of 10% of the value certified in the payment certificate</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
	<p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>								
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to								

42.6	DOCUMENTS															
42.6.1	Contract documents marked and annexed hereto:															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Priced bills of quantities:</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 2px;">Document marked as</td> </tr> <tr> <td style="padding: 2px;">Lump sum document:</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 2px;">Document marked as</td> </tr> <tr> <td style="padding: 2px;">Guarantees:</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 2px;">Document marked as</td> </tr> <tr> <td style="padding: 2px;">Contract drawings:</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 2px;">Document marked as</td> </tr> <tr> <td style="padding: 2px;">Other documents</td> <td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 2px;">(attach additional pages if more space is required)</td> </tr> </table>	Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)														

42.8	SIGNATURES OF THE CONTRACTING PARTIES
	<p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p style="text-align: right;">for and behalf of the Employer who by signature hereof warrant authorization hereto</p> <p>_____ Capacity of signatory</p> <p style="text-align: right;">as Witness</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p style="text-align: right;">for and behalf of the Contractor who by signature hereof warrants authorization hereto</p> <p>_____ Capacity of</p> <p style="text-align: right;">as Witness</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The name of the Contractor is.....
1.2.1.2	The address of the Contractor is: Physical address: _____ Postal address: _____ Telephone: Fax: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

C1.3 PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"

means:.....

"Physical

address:.....

"Employer"

means.....

"Contractor" means.....

"Engineer"

means:

.....

"Works"

means:

.....

"Site"

means:.....

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:.....

"Guaranteed Sum" means: The maximum aggregate amount of
R.....

Amount in
words:.....

Expiry Date"
means:.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the 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) 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 a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in 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 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 his 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 Magistrates Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed

at.....

Date

.....

Guarantor’s signatory

(1)

Capacity.....

Guarantor’s signatory

(2)

Capacity.....

Witness signatory (1).....

Witness signatory (2)

.....

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50 HOUSING UNITS

C1.4 RETENTION MONEY GUARANTEE

ISSUED TO NTABANKULU LOCAL MUNICIPALITY (hereinafter called "the Employer")

ON BEHALF OF (hereinafter called "the Contractor")

in connection with CONTRACT NO..... (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at..... or such other address in **South Africa**. as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2 The Engineer's certificate referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed
 - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
 - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by

reason of the breach referred to, and any amount of retention money actually

held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

- 3 We shall within days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at **9 Muller, Bethlehem, 9700** or at such other address in **South Africa** as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to
.....[INSERT AMOUNT OF GUARANTEE IN WORDS]
(R..... [INSERT AMOUNT OF GUARANTEE IN FIGURES]).
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

.....

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

.....

AS WITNESSES : 1

2

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

**C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT,
REGULATION 2014, (ACT NO 85 OF 1993)**

THIS AGREEMENT made at.....on this the
.....day

of.....in the year between the NTABANKULU LOCAL
MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

.....in his capacity as
.....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to
the provisions of Act No 7 of 1998.

and
(hereinafter called "the Mandatary") of the other part, herein represented by

..... in his capacity
as.....

and being duly authorized by virtue of a resolution appended hereto;

WHEREAS the Employer is desirous that certain works be constructed, viz:

CONTRACT NO: NLM/PMU/CHU/2025/2026

CONSTRUCTION OF BONXA 50 HOUSING UNITS

and has accepted a tender by the Mandatary for the construction, completion & maintenance of
such works and whereas the Employer and the Mandatary have agreed to certain arrangements
and procedures to be followed in order to ensure compliance by the Mandatary with the provisions
of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents
pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a
written notice from the Employer or Employers Agent requiring him to commence the
execution of the Works, to either:

- a) the date of the final certificate issued in terms of clause 24 of the JBCC Contract 2007 (hereinafter referred to as "the JBCC"), as contained in Volume 1 of the contract documents pertaining to this Contract, or
 - b) the date of termination of the Contract in terms of clauses 36,37, 38 or 39 of the JBCC Contract.
3. The Mandatory declares himself to be conversant with the following:-
- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandataries and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his sub-contractors.
3. The Mandatory is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the Employer.
5. The Mandatory warrants that all his and his sub-contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement and be attached hereto.
6. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS1.....

.....
(Signature) (Name)

2.....
(Signature) (Name)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

.....

WITNESS:

1.....
(Signature) (Name)

2.....
(Signature) (Name)

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 2014 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on..... 20.....,
Mr/Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 2014 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (in capitals): 1. 2.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the ASAQS Standard Specifications for Building (2008 edition) published by the Association of South African Quantity Surveyors

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Model Preambles of Trades (2008 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the Model Preambles of Trades (2008 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule 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 specifications.

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

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the JBCC Contract, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 25 of the JBCC. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the

completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 25 of the JBCC, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employers Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
m ² -pass	= square metre-pass	No.	= number	hr	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.: NLM/PMU/CHU/2025/2026/01

CONSTRUCTION OF BONXA 50 HOUSING UNITS

C2.2. BILL OF QUANTITIES

TABLE OF CONTENTS

SCHEDULE OF QUANTITIES.....	Yellow
TENDER SUMMARY.....	Yellow

**CONSTRUCTION OF 40m2 HOUSING UNITS IN Ward 1 NTABANKULU
LOCAL MUNICIPALITY
50 HOUSING UNITS**



No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
CONSTRUCTION (40 m2)					
1	Foundation / Slab - Normal - RSCH(earthworks, concrete & reinforcement)	No.	1		Rate Only
2	Foundation / Slab - Modified - H2 (earthworks, concrete & reinforcement)	No.	1		
3	Foundation / Slab - Stiffened - H3(earthworks, concrete & reinforcement)	No.	1		Rate Only
4	Wall Plate (Brickwork, doors & window frames)	No.	1		
5	Roof (structure, covering beam filling)	No.	1		
6	Completion (ceiling & insulation ,finishing's aprons Plastering & painting Electrical installation & tubing, fascia and barge boards, kitchen cabinet)	No.	1		
7					
8	5000L Water tank with stand	No.	1		
9	VIP/ISBT toilets	No.	1		
10	Monthly progress reporting, CLO allowance & EPWP reports for 12 Months	No.	1		
11	Obtainig of FUR's from NHBRC, COCs, Happy letters and completion certificates	No.	1		
12	Implementation of Occupational Health And Safety Plan for 12 Months	No.	1		
	Implementation Of Environmental Management Plan for 12 Months	No.	1		
	SUBTOTAL				
	TOTAL = SUB TOTAL X 50 UNITS				
	TOTAL TO BE CARRIED OVER TO FINAL SUMMARY & FORM OF OFFER				

Excel Quantity Surveyors

Prepared by:

Mawande Songo

Sign:

Date:

03/February/2026

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

**NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50
HOUSING UNITS**

C3: PROJECT SPECIFICATIONS

TABLE OF CONTENTS

PART A: GENERAL

1. Description of the works
2. Engineering
3. Construction
4. Management

C3.3 PARTICULAR SPECIFICATIONS

PART F: OHS&S 1993 HEALTH AND SAFETY SPECIFICATION C3.63

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Scope of Works

CONSTRUCTION OF BONXA 50 HOUSING UNITS

Housing unit construction located at the following co-ordinates:

NAME	CO-ORDINATES	
	LATITUDE	LONGITUDE
Ward 01 Housing units	31° 5'3.79"S	29°11'13.78"E

- Earthworks to create a platform;
- Construction of 40m² House;
- VIP toilet;
- Tank stand;
- Apron;

2 .ENVIRONMETAL MANAGEMENT

The Contractor shall be required to submit Method Statements to the Environmental Controller outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Plan. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the environmental Management Plan. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Plan, the external audit will scrutinise the formulation of, and adherence to A Method Statements in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the Environmental Controller, in consultation with the Engineer. The Environmental Controller shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the Environmental Controller for approval and any amendments submitted to the Engineer.

2.1 EXTERNAL AUDITING AND EVALUATION

In order to ensure that the Environmental Management Plan is effectively implemented, it is important that regular external audits of the Environmental Management Plan are conducted. The Engineer shall arrange that these external audits do take place and that a system for addressing any problems identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

2.2 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Rehabilitate all borrow pits on completion.

2.3 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Section PE of the Project Specifications. All costs so incurred shall, save and except to the extent provided for in the Schedule of Quantities under CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

2.4 MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF ECONOMIC AFFAIRS, ENVIRONMENT AND TOURISM

Mitigatory Measures

The following mitigatory measures are to provide procedures to be implemented and structures to be put in place to mitigate and manage potential environmental impacts arising due to the construction activities as well as the activities of the construction staff.

2.4.1. Responsibilities

- (a) The Contractor (through the Site Engineer) will:
- (i) be held responsible for the implementation of these mitigatory measures,
 - (ii) identify the need and be responsible for the implementation of an environmental awareness training programme for the construction staff,
 - (iii) supply on request a "Method Statement," which will indicate the procedures to be applied in order to meet the requirements of any aspect of these mitigatory measures,
 - (iv) ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible.

2.4.2. Mitigatory Actions

- 2.4.2.1 Should it be necessary to store materials and equipment on site for short periods, only pr
- 2.4.2.2 eviously disturbed areas above the 20-year flood level should be used for this purpose.
- 2.4.2.3 Any construction camp set up should be clearly demarcated and secured against theft or vandalism and any toxic materials (cement, oil, petrol, diesel, etc) should be very strictly controlled and secured. Such a construction camp should be above the 50-year flood level and should be completely rehabilitated on completion of construction activities.
- 2.4.2.4 All damaged areas in the riparian zones resulting from construction operations, should be rehabilitated to prevent erosion and undermining of the riverbank.
- 2.4.2.5 All "surplus" soil and rock excavated during construction should be removed from the water course.
- 2.4.2.6 No concrete shall be mixed on the soil surface, all concrete mixers to be placed on trays, and precautions to be taken against contamination of the soil through spillage of pre-mixed concrete.
- 2.4.2.7 Precautions are to be taken against oil spillage from heavy equipment such as compressors and generators, eg through the use of sand or sawdust filled drip trays. All contaminated material (including soil) to be disposed of at a registered waste site.
- 2.4.2.8 Adequate toilet facilities (eg chemical toilet) shall be provided for workers on site, and all ablutions are to take place in these facilities.
- 2.4.2.9 Scavenger-proof litter containers shall be provided on site and strict control over littering enforced.

2.4.2.10 All waste material, including excess construction material, litter and sewerage, shall be regularly removed from site and disposed of at a registered waste facility.

2.4.2.11 strict precautions shall be taken when making open fires.

2.4.2.12 No wild animals (fish, birds, snakes, lizards, etc) shall be disturbed unnecessarily in any way.

3. Safety Officer

An Occupational health and Safety officer must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act, (Act 85 of 1993) and its regulations, in particular the Construction Regulations, 2014, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed candidate(s) to the Engineer, who will select a person who meets the required criteria.

Proof of the Safety Officer's qualifications, experience, expertise and knowledge in terms of OHS must be provided.

4. Key Personnel

The Contractor shall furnish the Employer and the Principal Agent, upon request, with a list of home addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted both during and outside normal working hours in connection with the works.

5. Site Meetings

The Principal Agent will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in to this document.

6. Site Visitors Book

A site Visitors book must be kept on site. All visitors visiting the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Visitor must always be

accompanied by the Agent and/or the Safety Officer. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50
HOUSING UNITS

2. ENGINEERING

2.1 Employer's Design

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

2.2 Drawings

Drawings are bound in Volume 2 – Book of Drawing. A drawing list is included in Volume 2.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF BONXA 50 HOUSING UNITS

3.4 MANAGEMENT

3.4.1 Management of the Works

3.4.1.2 Construction Programme

The Contractor's programme shall be essentially in accordance with the overall requirements of the project. The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Principal Agent at least two working days prior to monthly meetings.

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

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Principal Agent, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 53 of the General Conditions of Contract or any granted extension of time. 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 the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the Principal Agent of any programme shall have no contractual significance other than the Principal Agent will 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 to the Principal Agent to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

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

3.4.1.3 Drawings

All information that is in the possession of the Contractor and that is required by the Principal Agent's Representative in order to complete the As-Built Drawings and to prepare a completion report for the Employer must be submitted to the Principal Agent's Representative before a Certificate of Completion will be issued for any portion or phase of the Works.

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

3.4.1.4 Site Meetings

The Principal Agent will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound to this document.

3.4.1.5 Precautions against Nuisance

Operations are being conducted in a semi-urban area and in the presence of traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed construction by trucks transporting muddy material. The Engineer may order the Contractor to

broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

3.5.1.6 Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

3.4.1.7 Key Personnel

The Contractor shall furnish the Employer and the Principal Agent, upon request, with a list of home addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted both during and outside normal working hours in connection with the works.

3.4.2 Site Administration

An index to the Principal Agent's standard site administration forms are appended as Annexure A to Section C3.5.

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system.

3.4.2.1 Daily Site Diary

The daily site diary in accordance with the pro forma provided by the Principal Agent and shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Principal Agent's Representative.

3.4.2.2 Information in Respect of Plant

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

3.4.2.3. Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Principal Agent, on a monthly basis, a detailed summary

of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

3.4.2.4 Rainfall Records

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

3.4.2.5 Site Instructions

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

3.4.2.6 Site Visitors Book

A site Visitors book must be kept on site. All visitors visiting the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Visitor must always be accompanied by the Agent and/or the Safety Officer. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

3.4.2.7 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Principal Agent's Representative on Site not later than the 15th to the E.R and 20th to the employer of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Annexure A to Section C3.5.1.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the

prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format included in Annexure A for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:

NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

Part F: OHS&A 2014 Safety SpecificationC3.64

PART F: OHSA REGULATION 1993 HEALTH AND SAFETY SPECIFICATION

F1. 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.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

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.

The following are possible risks associated with this project:

- Deep excavations in soils requiring shoring or reducing of slopes
- Work with, on or near collapsible materials
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when working with bituminous materials
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

F2. 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 2003. **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.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the mandatory, without derogating from his status as an employer in his own right.

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

F3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (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.

F4. 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, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;

- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

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

F5. 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. (Refer Regulation 7 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate 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.

F6. 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.

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. 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 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.

F.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.

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.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 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 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 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

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.

F8. 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 OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3) (h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) 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 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1) (j)).

F9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 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.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, 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.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall 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 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

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) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 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 6.

(d) Risk assessment (Regulation 7)

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 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

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 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

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 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

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 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 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 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.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 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 15)

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 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

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 powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 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 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

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 21.

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 22)

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 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

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 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment 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 26)

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 Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

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 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

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 28 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 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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.

F10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

10.2 MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

B13.03 (d) Health and Safety Obligations

The amount will be paid in monthly installments only once:-

- (i) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (ii) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (iii) The Client has approved the Contractor's Health and Safety Plan.
- (ii) The Contractor has set up his Health and Safety File

ANNEXURE A (to H&S specification)

To: The Provincial Director, Department of Labour,

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
- (b) Name and telephone number of principal contractor's contact person:
.....
2. Principal contractor's compensation registration number:
.....
3. (a) Name and postal address of client:
.....
- (b) Name and telephone number of client's contact person or agent:
.....
4. (a) Name and postal address of designer(s) for the project:
.....
- (b) Name and telephone number of designer's contact person:
.....
5. **Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):**
.....
6. **Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):**
.....
7. **Exact physical address of the construction site or site office:**
.....
8. **Nature of the construction work:**
.....
.....
.....
9. Expected commencement date:
10. Expected completion date:

ANNEXURE A - Continued

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

.....

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

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....

.....

Principal Contractor

Date

.....

.....

Client

Date

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

SCHEDULE B

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHS&A & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS&A & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years –	Owner of Structure

		once every 6 months, thereafter yearly]	
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

SCHEDULE C

**OCCUPATIONAL HEALTH AND SAFETY AUDIT SYSTEM
 ADMINISTRATIVE & LEGAL REQUIREMENTS**

Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded. Risk Assessment and Plan drawn up/Updated. Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with	Written agreement with Subcontractors.	

Section/ Regulation	Subject	Requirements	Yes/No
	Mandataries (Subcontractors)	List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction -anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site	

Section/ Regulation	Subject	Requirements	Yes/No
		Structures inspected before each shift. Inspections register kept	
Construction. Regulation 14	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 15	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept	

Section/ Regulation	Subject	Requirements	Yes/No
		<p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept <p>Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available</p>	
Construction. Regulation 11	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/ are used</p>	
Construction. Regulation 12	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>	
Construction. Regulation 17	Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>	

Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 19	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 18	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 13/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 20/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction.	Inspection &	Competent person appointed in writing to	

Section/ Regulation	Subject	Requirements	Yes/No
Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Maintenance of Electrical Installation & Equipment (including portable electrical tools)	inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 24 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 26	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/	Designation of a Person to Co-ordinate	Person/s with specific knowledge and experience designated to co-ordinate	

Section/ Regulation	Subject	Requirements	Yes/No
Environmental Regulation 27	Emergency Planning And Fire Protection	emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection	

Section/ Regulation	Subject	Requirements	Yes/No
		Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	

Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept	
---	--------------	---	--

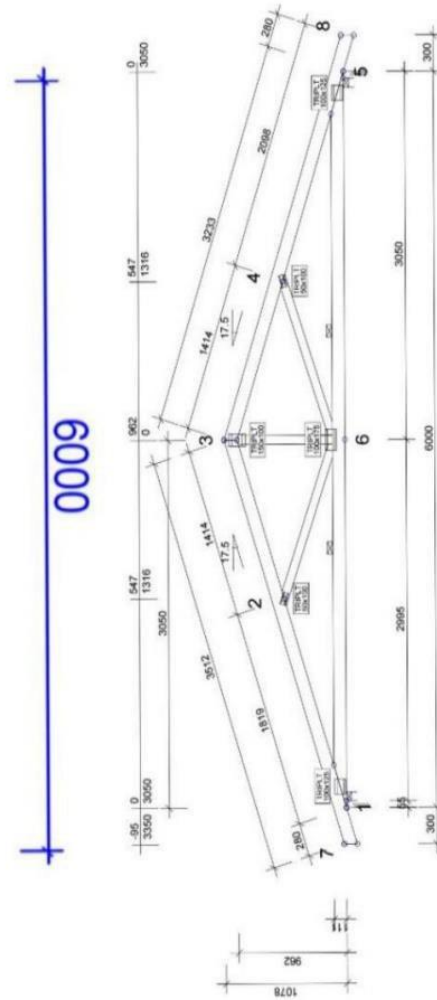
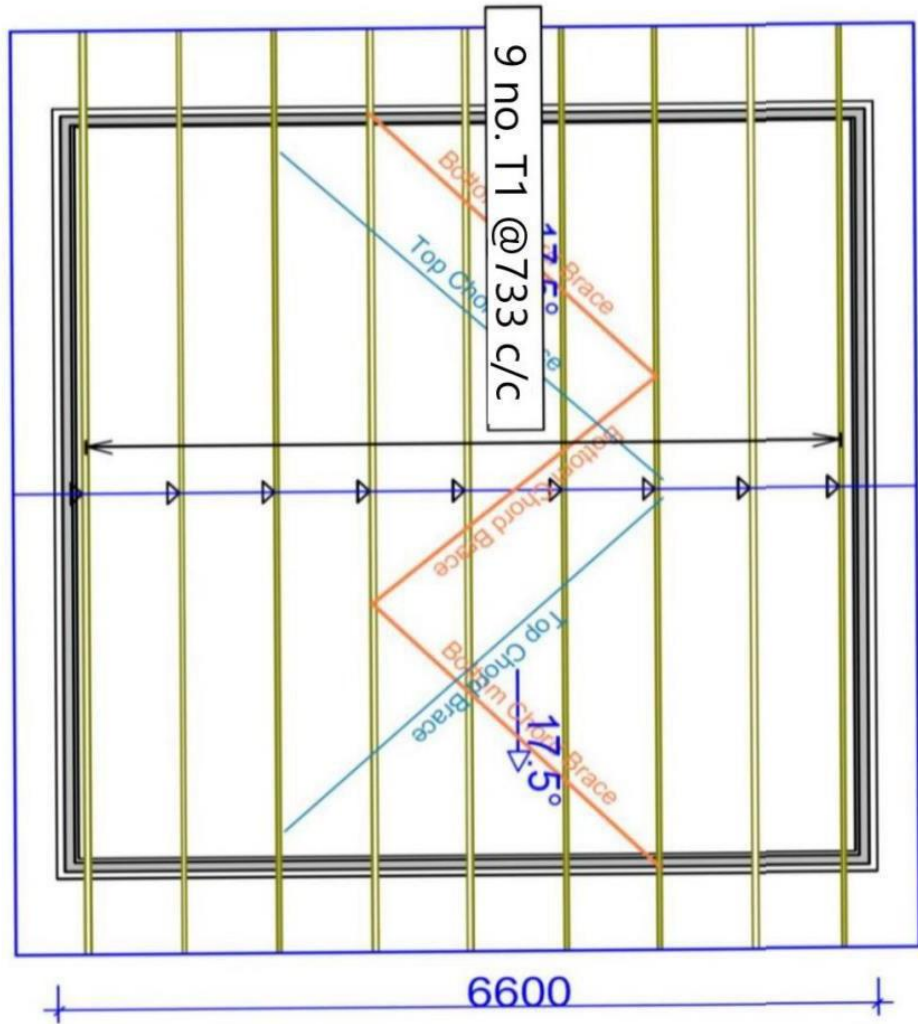
NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.:
NLM/TS/CHU/2025/2026/01 CONSTRUCTION OF
BONXA 50 HOUSING UNITS

VOLUME 2 TENDER DRAWINGS

C5.1 Tender Drawings

PLEASE NOTE!!GEYSER PLATFORM MATERIALS HAVE NOT BEEN INCLUDED!! GEYSERS HAVE NOT BEEN DESIGNED FOR IN THIS DESIGN!!



DESIGN LOADS APPLIED			
TOP CHORD	LIVE LOAD		0.5 kN/m ²
	DEAD LOAD		0.51 kN/m ²
BOTTOM CHORD	LIVE LOAD		0.00 kN/m ²
	DEAD LOAD		0.12 kN/m ²
WIND	LOAD		

STATEMENT

Province of the
EASTERN CAPE
HUMAN SETTLEMENTS

CLIENT

NTABANKULU

PROJECT MANAGER

E.O.S.
Excel Quantity Surveyors
WE STRIVE FOR EXCELLENCE

PROJECT

PROPOSED NEW DEVELOPMENT
BONXA A/A
NTABANKULU

TITLE

ROOF DESIGN

SCALE & NO.	SHOWN	CHECKED	CK	APPROVED
	AG	CK		DATE
PROJECT NO.	EQS-D-NTA	DRAWING NO.	EQS/F/01	REV.
				A

CONSULTANT SIGNATURE
EXIELL HENRY UKAMA
Pr. Eng No. 202001485
NHBRC 3000324717

SESIFIKILE ROOFING

Name: T.BULOSE

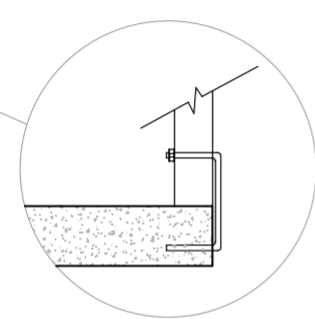
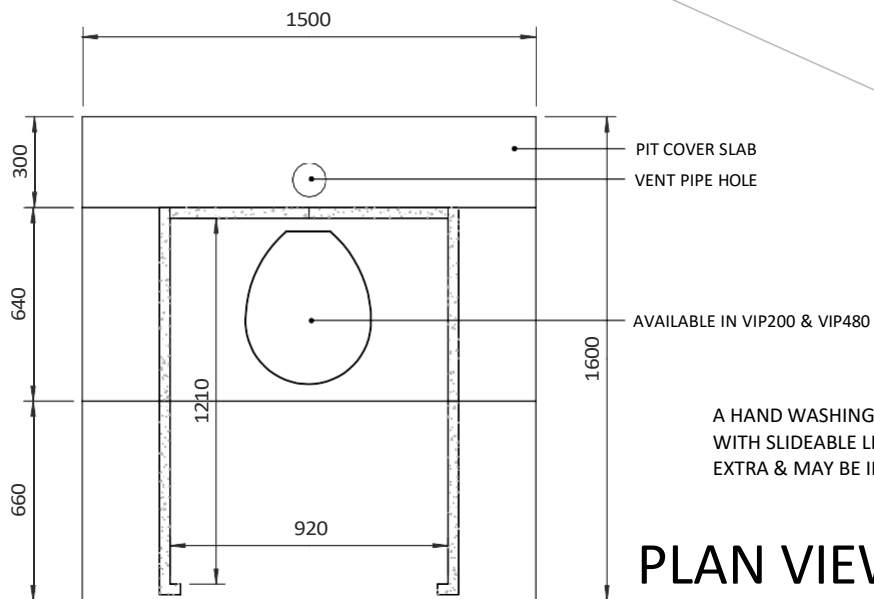
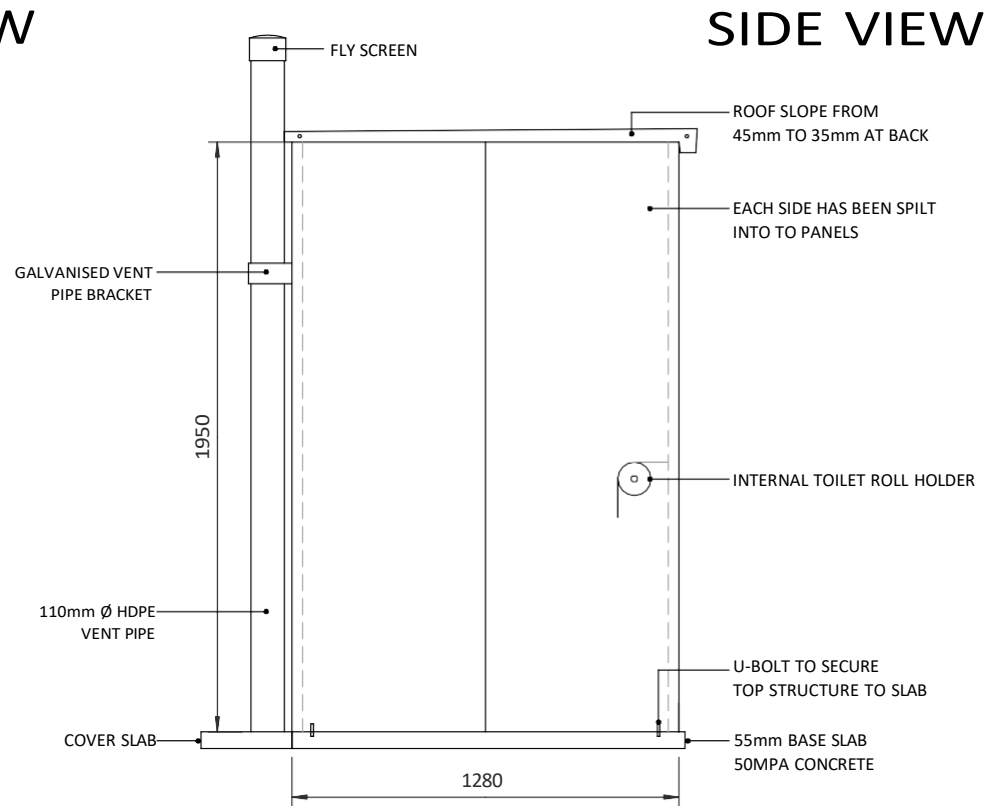
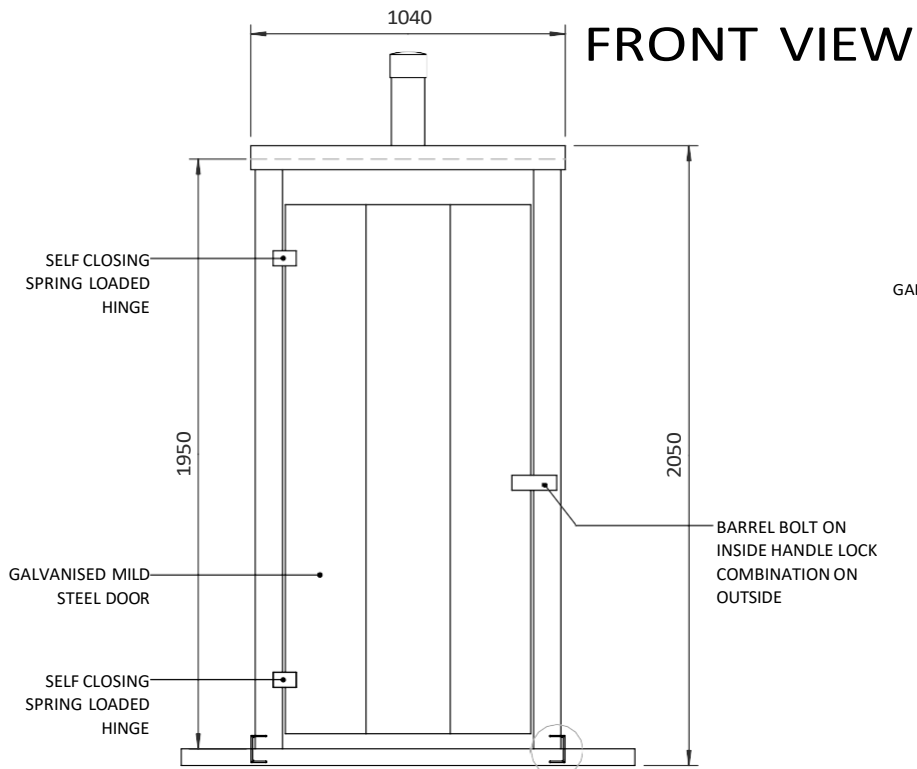
Signature: *T. Bulose*

Qualification: B.Sc. Eng (Pr. Eng.) 20070182

Licensed By:
INTERNATIONAL TRUSS SYSTEMS PVT LTD

PLEASE USE A QUALIFIED ITC-ISA ROOF ERECTOR TO ERECT YOUR TIMBER ROOF

1. THIS DRAWING MUST BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS AND ENGINEERS DRAWINGS AS WELL AS ANY OTHER DRAWINGS ATTACHED HERETO.
2. (fab details) CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY DEVIATION CAUSED BY THE CONTRACTOR AND/OR ROOF ERECTOR. DIMENSIONAL DEVIATIONS SHOULD BE BROUGHT TO THE ATTENTION OF (fab details) PRIOR TO MANUFACTURE OR DELIVERY.
3. ANY CHANGES OR DEVIATIONS FROM THE DESIGN LOADS SPECIFIED ON THIS PLAN, MUST BE APPROVED BY INTERNATIONAL TRUSS SYSTEMS.
4. ERECTION & BRACING SHALL BE IN ACCORDANCE WITH THE ERECTION & BRACING OF TIMBER ROOF TRUSSES PUBLISHED BY THE INSTITUTE OF TIMBER CONSTRUCTION OR DRAWINGS SUPPLIED BY INTERNATIONAL TRUSS SYSTEMS, OR THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THE ROOF DESIGN OR THE PROFESSIONAL ENGINEER IN CHARGE OF THE DESIGN OF THE STRUCTURE.
5. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR AND/OR ROOF ERECTOR BE ALLOWED TO CUT, MODIFY OR ALTER ANY ROOF TRUSSES SUPPLIED WITHOUT THE CONSENT OF (fab details).



THERE ARE FOUR U-BOLTS TO SECURE THE TOP STRUCTURE TO THE BASE SLAB, TWO ON EACH SIDE, FRONT AND BACK.

A HAND WASHING BASIN & 10t RESERVIOUR WITH SLIDEABLE LID & TIP/TAP IS AN OPTIONAL EXTRA & MAY BE INCLUDED IF REQUIRED.

PLAN VIEW

CONSULTANT SIGNATURE
 EXIELL HENRY UKAMA
 Pr. Eng No. 202001485
 NHBC 3000324717

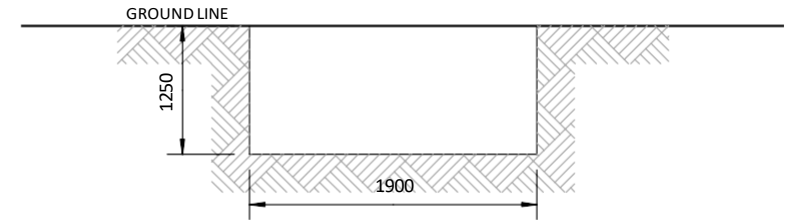
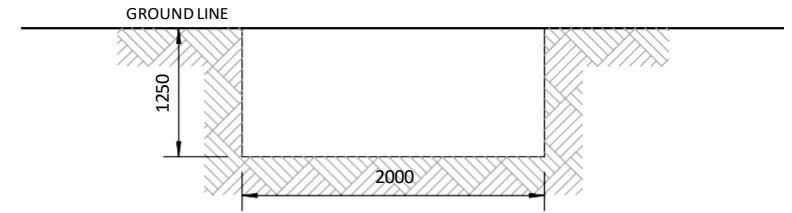
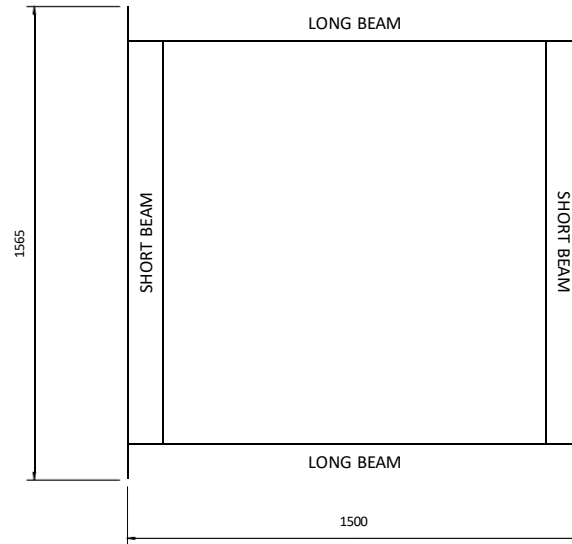
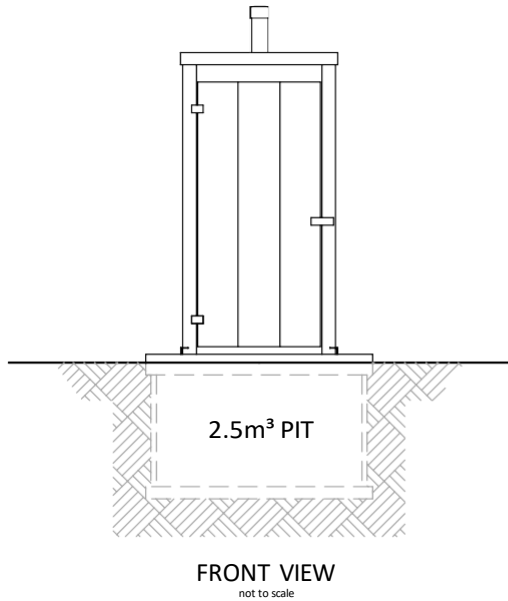


CERTIFICATE NO 2021/631

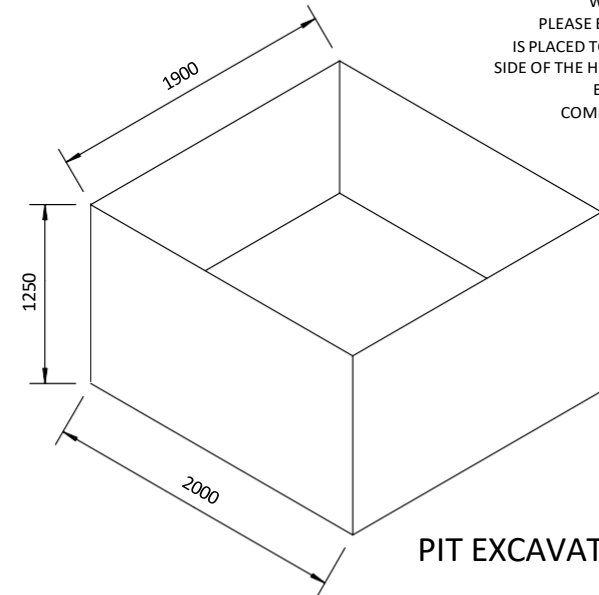
ELDOFOX
 Superior Sanitation & Civil Solutions

TOILET STRUCTURE - VIP

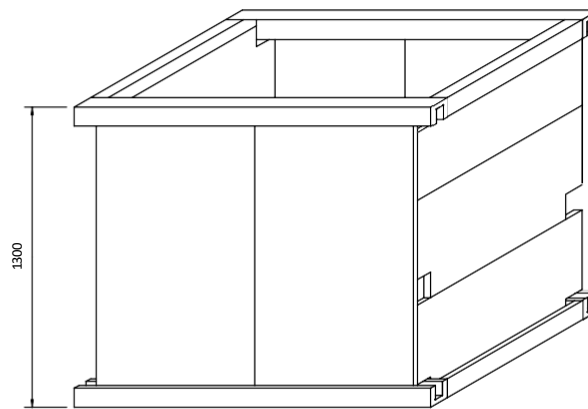
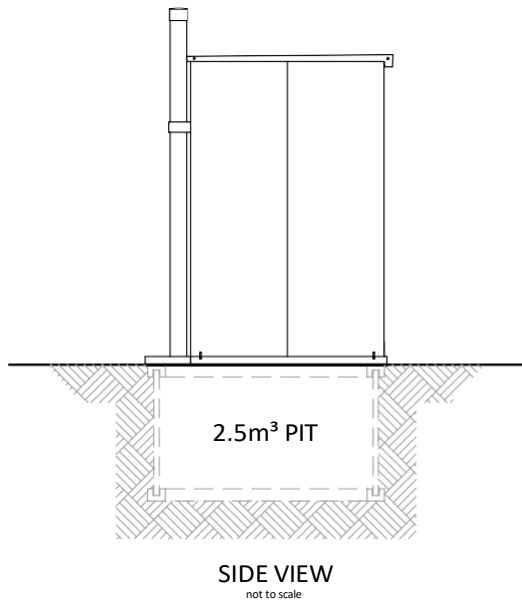
2.5m³ PIT STRUCTURE PLAN VIEW



WHEN DIGGING THE PIT
PLEASE ENSURE THAT THE SOIL
IS PLACED TO THE LEFT AND RIGHT
SIDE OF THE HOLE. THIS WILL ALLOW
EASY BACKFILLING AND
COMPACTING AROUND THE
ERECTED PIT.



PIT EXCAVATION



ISOMETRIC VIEW

not to scale

CONSULTANT SIGNATURE
EXIELL HENRY UKAMA
Pr. Eng No. 202001485
NHBRC 3000324717



CERTIFICATE NO 2021/631

ELDOFOX
Superior Sanitation & Civil Solutions

PIT STRUCTURE - 2.5m³

DWG No: 01 May '2024 Scale N/A Rev 001

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SOUTH AFRICAN NATIONAL BUILDING REGULATIONS (NBR) AND THE NATIONAL BUILDING REGULATIONS (NBR) AND THE NATIONAL BUILDING REGULATIONS (NBR).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

REVISIONS

REV. NO.	DATE	DESCRIPTION
1	12/03/2025	ISSUED FOR PERMIT
2	12/03/2025	ISSUED FOR PERMIT

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____

CONTRACTOR'S DECLARATION

I, the undersigned, hereby declare that I am a duly qualified and registered Architect in the Republic of South Africa, and that I have prepared the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

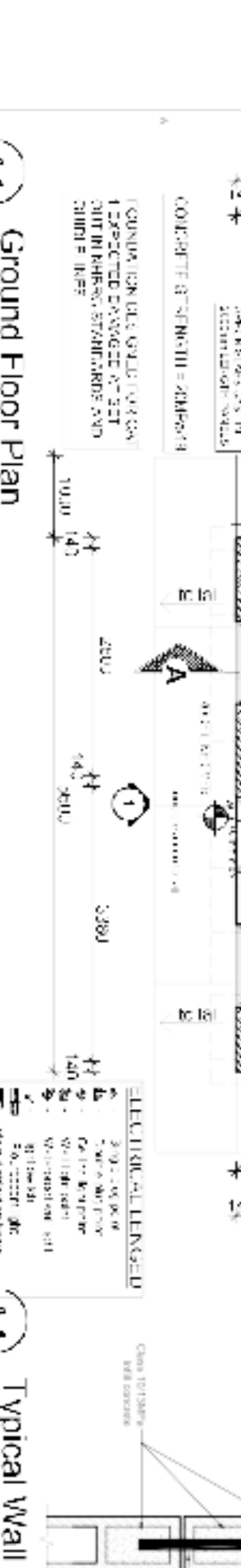
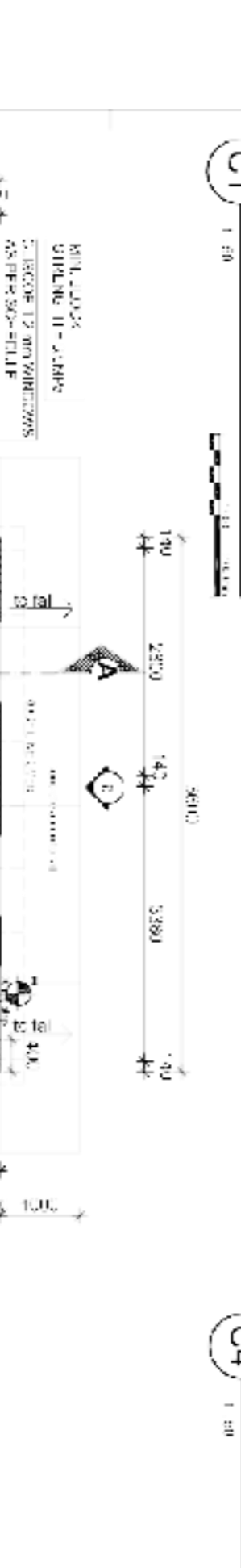
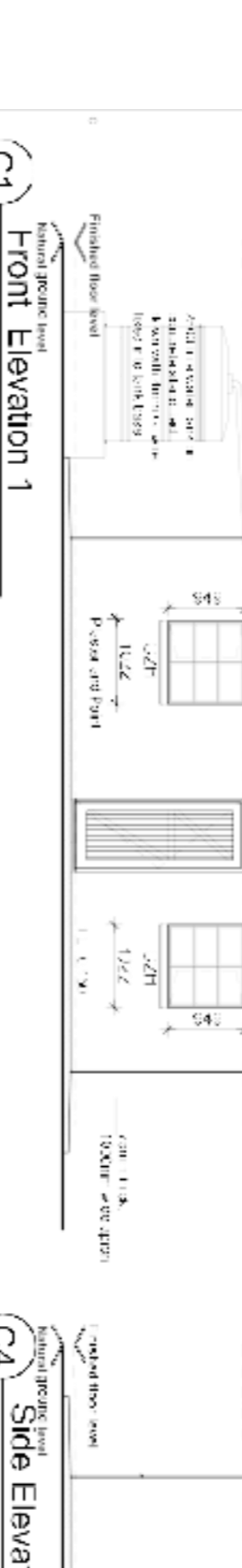
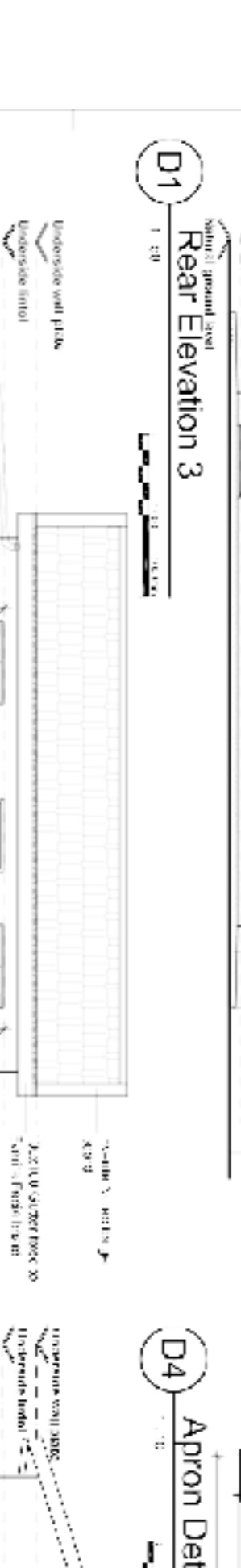
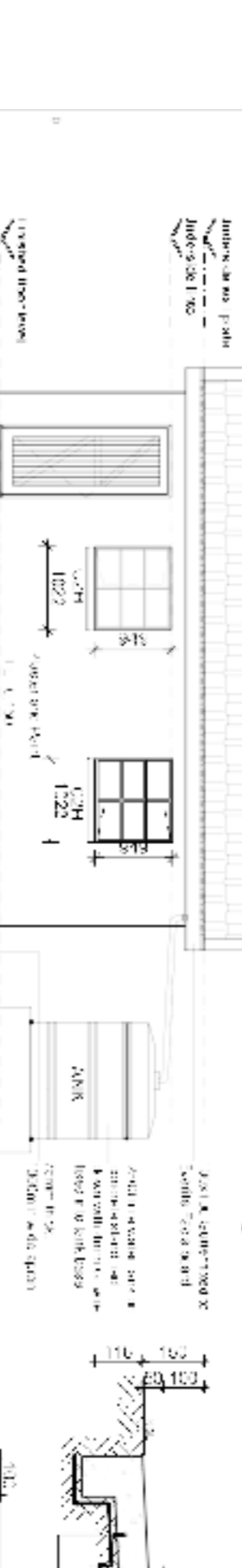
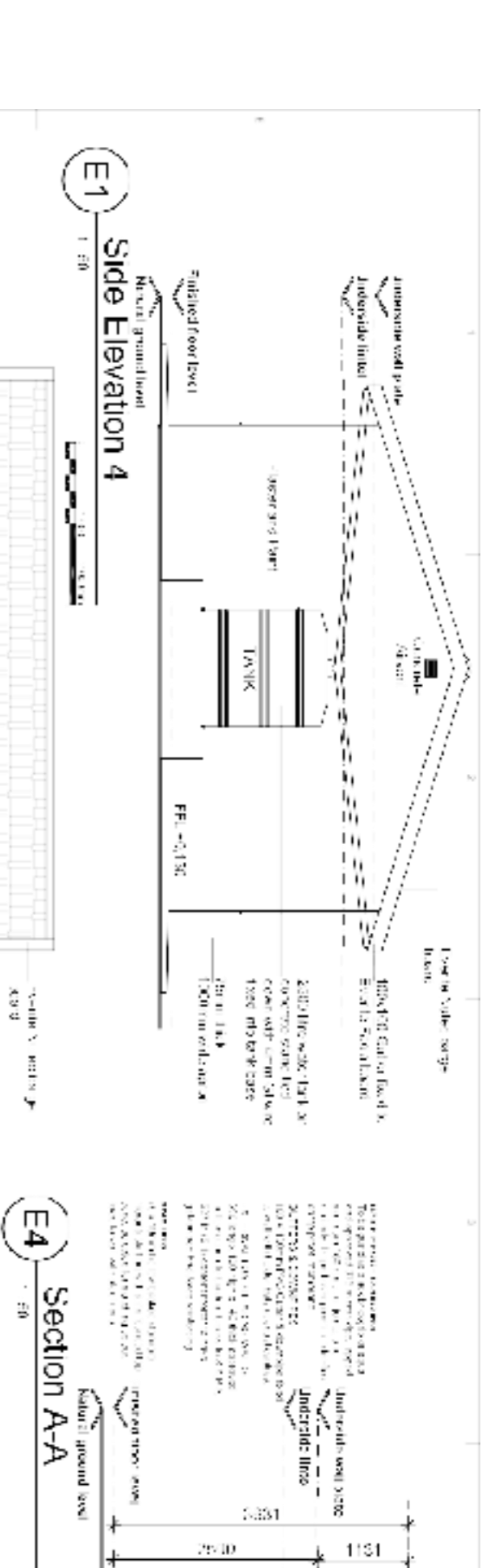
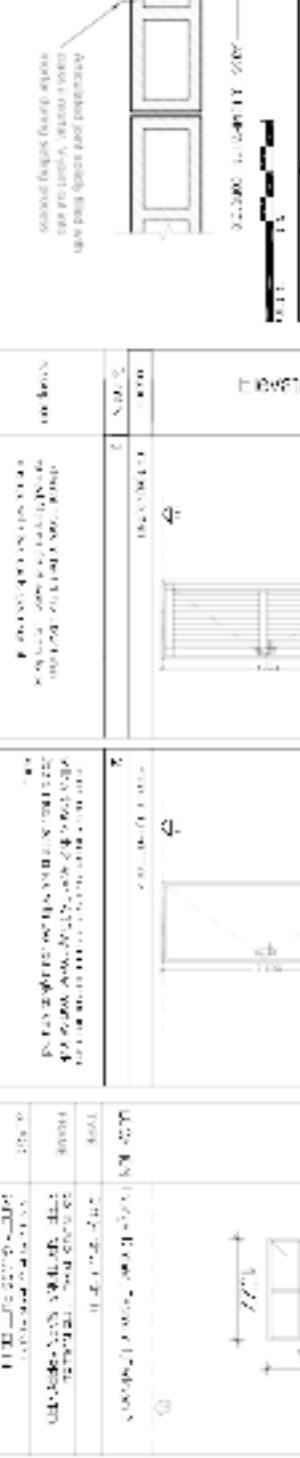
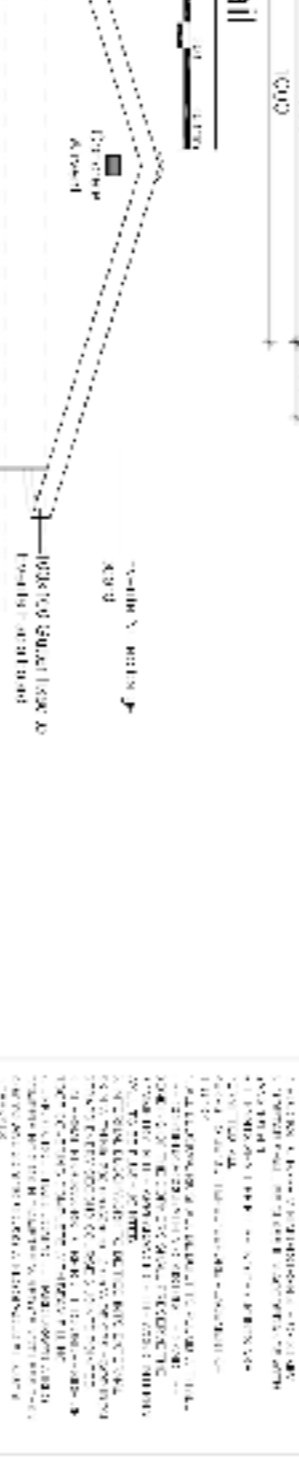
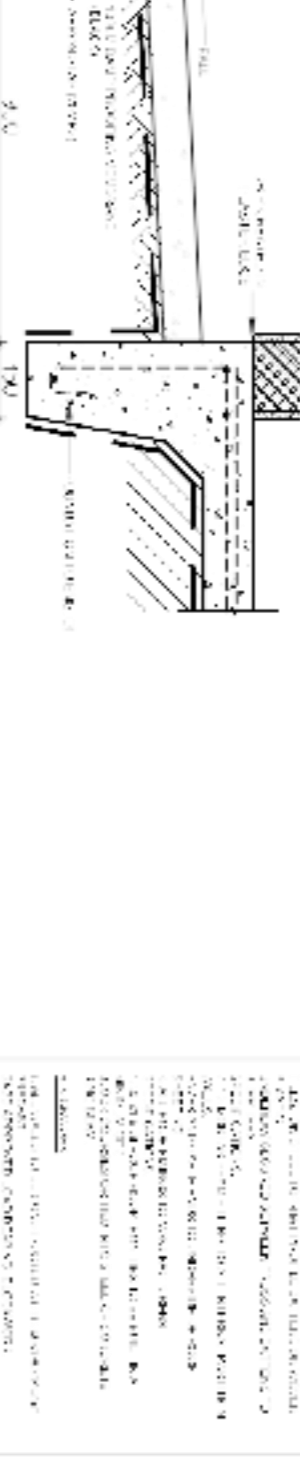
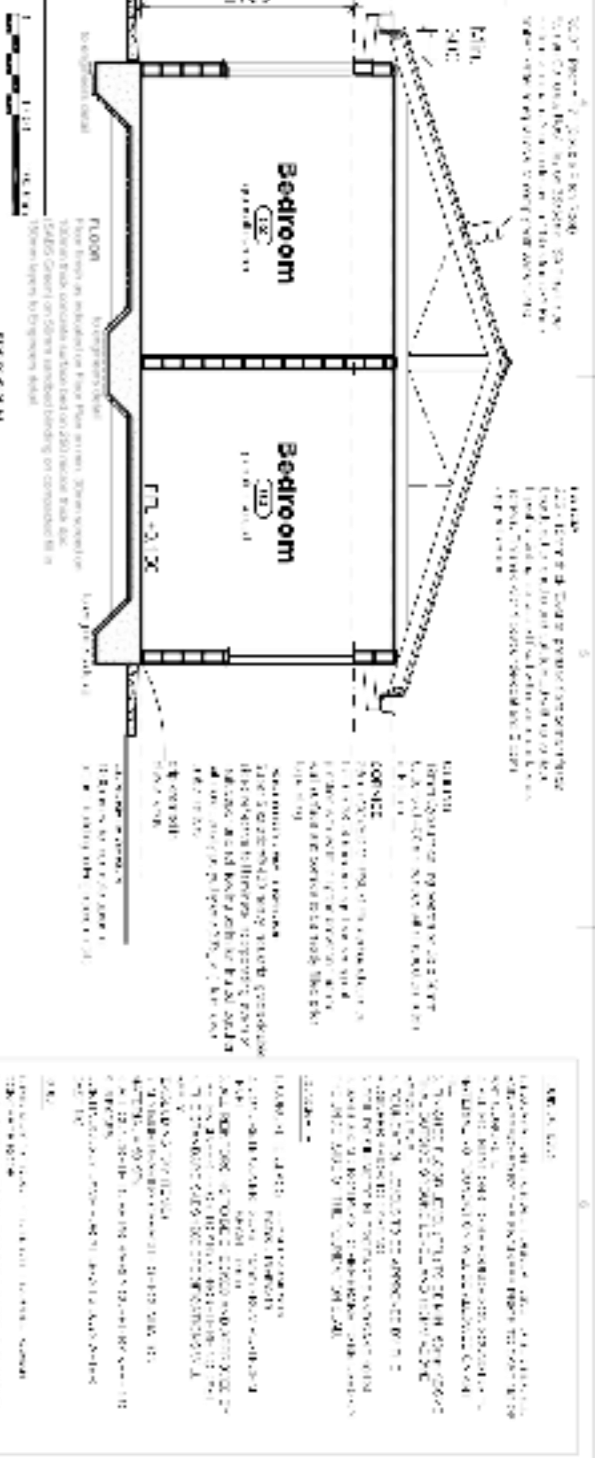
DATE: _____

CLIENT'S DECLARATION

I, the undersigned, hereby declare that I am the owner of the property described in the title deed, and that I have authorized the undersigned Architect to prepare the above drawings in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

SIGNED: _____

DATE: _____



FOR INFORMATION

Excel Quantity Surveyors
 101 BONXA 150
 101 BONXA 150
 101 BONXA 150

Eastern Cape
 HUMAN SETTLEMENTS

CLIENT
 NUBURUKA AIA
 NUBURUKA AIA
 NUBURUKA AIA

DATE
 12/03/2025

NO. OF SHEETS
 2

SHEET NO.
 2

COPYRIGHT OVER ALL DESIGNS AND DRAWINGS SHALL REMAIN THE PROPERTY OF EXCEL QUANTITY SURVEYORS & ANY PROVISION TO THE CONTRARY IN TERMS OF THE COPYRIGHT ACT No. 63 OF 1965 IS HEREBY SPECIFICALLY EXCLUDED. ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS ARE TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. THE ARCHITECT ACCEPTS NO RESPONSIBILITY FOR ERRORS RESULTING FROM MISINTERPRETATION OF THE DRAWINGS. ALL WORK TO BE CARRIED OUT STRICTLY IN ACCORDANCE WITH NATIONAL BUILDING REGULATIONS AND LOCAL AUTHORITY REGULATIONS. ALL DIMENSIONS ARE IN MILLIMETRES U.N.O. DO NOT SCALE THIS DRAWING. USE FIGURED DIMENSIONS ONLY.

DESCRIPTION OF REVISIONS

REV	DATE	DESCRIPTION
1.2.3		PRE-CONSTRUCTION ISSUE (NUMERIC SEQUENCE)
A.B.C		CONSTRUCTION ISSUE (ALPHABETIC SEQUENCE)

REVISIONS

REV	DATE	DESCRIPTION

COUNCIL SUBMISSION

PARTY	SIGNATURE	DATE
PROPERTY OWNER		
ARCHITECT		



CLIENT



Excel Quantity Surveyors
we strive for excellence

E: mawande@excelqs.co.za SACAP:T1142 T: +27 83 670 8406

PROJ TITLE: **BONXA_150**

PROJ DESCRIP: **PROPOSED NEW DEVELOPMENT**

ERF: ..
LOCATION: **KUBONXA A/A**
NTABANKULU
CLIENT: **Ntabankulu Local Municipality**

Platform

DRAWING

AS SHOWN	21/03/2025
SCALE	DATE
SM	IV N
DRAWN	CHECKED
25000	A_1101
PROJ. NO.	DRAWING NO.
	1
	REV

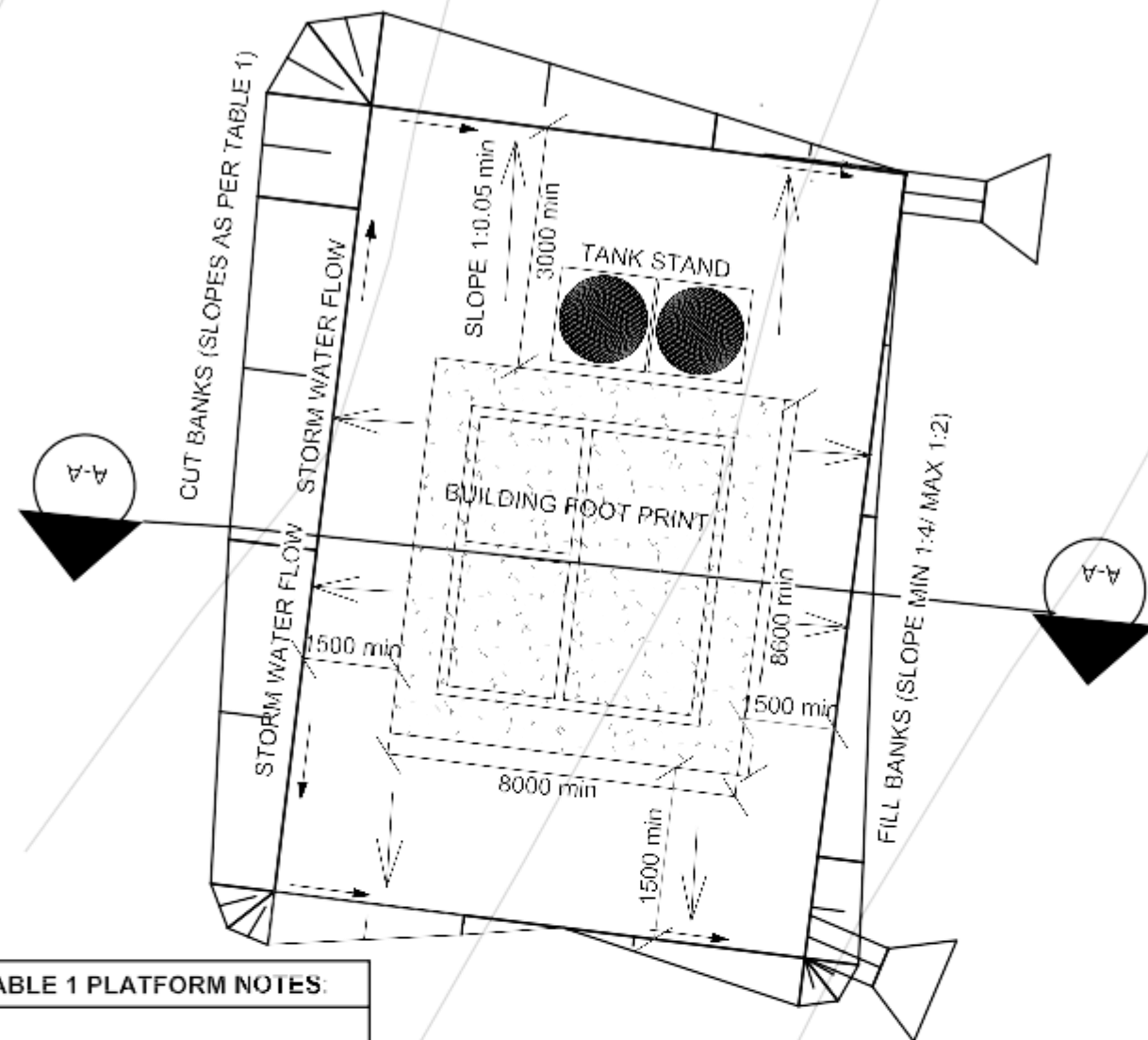
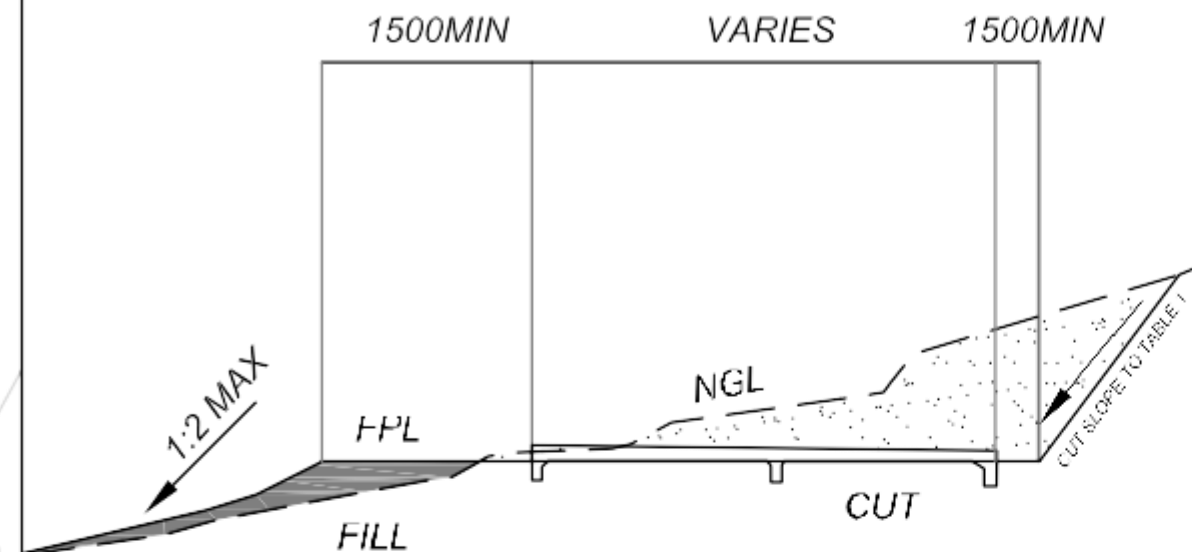


TABLE 1 PLATFORM NOTES

HARD ROCK MAXIMUM CUT	1:1
STIFF SOIL MAX CUT	1: 1.3
SOFT SOIL MAX CUT	1: 2

PLAN LAYOUT



SECTION A-A

ALL CONCRETE ELEMENTS TO BE IN CUT

PLATFORM NOTES:

- A SUITABLE LOCATION FOR THE PLATFORM CONSTRUCTION MUST BE SELECTED TO MINIMIZE CUT & FILL
- ENSURE THAT THE PLATFORM SITE IS ENOUGH FOR THE BUILDING AND APRON (8.6m X 8m)
- ALL FILL TO BE DONE IN 150MM LAYERS WITH SUITABLE MATERIAL FROM CUT
- SURVEYOR TO STAKEOUT THE PLATFORM AND THE SLOPES, AS STATED ABOVE, MUST BE MONITORED UNTIL THE SLAB IS POURED.
- ENSURE THAT PLATFORM IS CLEAR OF ALL LOOSE BOULDERS AND LOOSE SOILS.
- NO CUT SHALL EXCEED 3M WITHOUT THE CONSENT OF AN ENGINEER OR GEOTECHNICAL ENGINEER.
- DRAINAGE FEATURES TO BE DETERMINED WITH THE GOAL OF DRAINING THE STORM WATER AWAY FROM THE BUILDING, NO PONDING IS ALLOWED WITHIN THE PLATFORM.
- ALL EARTH DRAINAGE STRUCTURES TO BE CONSTRUCTED DURING THE PROCESS OF ESTABLISHING THE PLATFORM
- ENSURE THAT FLOW VELOCITY DISSIPATORS (RENOMATTRASS OR DIVERSION BERMS) ARE USED AT STEEP SLOPES.
- REMOVE TOP SOIL BEFORE ANY CONCRETE WORKS CAN BEGIN.
- GROUND PREPARATION BEFORE CONCRETE WORKS:
 - SUITABLE MATERIAL MUST BE USED TO LEVEL SITE AND COMPACTED TO 90% mod (BEFORE SLAB, BEAMS AND APRONS AN APPROVAL BY THE ENGINEER IS REQUIRED)
 - SOIL POISONING TO BE DONE AND THE CERTIFICATE MUST BE SUBMITTED TO THE ENGINEER.
 - DPC TO 250 MICROM MUST BE LAYED BEFORE ANY CASTING OF CONCRETE.
 - FORM WORK AND STEEL FIXING MUST BE APPROVED BY THE ENGINEER PRIOR TO THE CASTING OF CONCRETE.
 - CONCRETE MIX DESIGNS MUST BE APPROVED BY THE ENGINEER PRIOR TO ANY POURING.

CONSULTANT SIGNATURE
EXIELL HENRY UKAMA
Pr. Eng No. 202001485
NHBC 3000324717