

# TABANKULU LOCAL MUNICIPALITY



## CONSTRUCTION OF RHWANTSANA COMMUNITY HALL IN WARD 4

### VOLUME 1: CONTRACT DOCUMENT

**CONTRACT No: NLM/TS/RACRCH/2025/2026**

**Name of Tenderer:** .....

**Tender Amount:** .....

**SARS PIN:** .....

**CSD No:** .....

**This tender closes at 12h00 on 26 May 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 P. Mpendulo

Telephone: (039) 258 0056

**Prepared by:**

**Ntabankulu Local Municipality**  
Erf 85  
Main Road  
Ntabankulu  
5130

Contact Person: Mr N. Bunge

Telephone: (060) 964 9522



# NTABANKULU LOCAL MUNICIPALITY

CONTRACT NO.: NLM/TS/RACRCH/2025/2026

## CONSTRUCTION OF RHWANTSANA COMMUNITY HALL IN WARD 4

### 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/RACRCH/2025/2026

## CONSTRUCTION OF WARD 4 COMMUNITY HALL

### **DESCRIPTION**

Summary for Tender Opening Purposes

#### **PORTION 1 THE TENDER**

<b>Part T1:</b>	<b>Tendering Procedures</b> .....
T1.1	Tender Notice and Invitation to Tender .....
T1.2	Tender Data .....
T1.3	Standard Conditions of Tender .....
<b>Part T2:</b>	<b>Returnable Documents</b> .....
T2.1	Returnable Schedules required for Tender Evaluation Purposes .....
T2.2	Other Documents required for Tender Evaluation Purposes .....
T2.3	Returnable Schedules that will be incorporated in the Contract .....

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C1.2	Contract Data .....
C1.3	Performance Guarantee (Pro forma) .....
C1.4	Retention Money Guarantee (Pro forma) .....
C1.5	Agreement in Terms of Occupational Health and Safety Act, Regulation 2014 (Act No 85 Of 1993) .....
<b>Part C2:</b>	<b>Pricing Data</b> .....
C2.1	Pricing Instructions .....
C2.2	Bill of Quantities .....
<b>Part C3:</b>	<b>Scope of Works</b> .....
C3.1	Description of the works .....
C3.2	Engineering .....
C3.3	Construction .....

C3.3	Management .....
C3.4	Occupational Health and Safety Specifications .....

**Part C4: Site Information .....**

C4.1	Geotechnical information
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**Volume 2: Tender Drawings .....**

Part C5.1	Drawings
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**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

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of Rhwantsana community Hall in ward 4

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**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO.: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

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**Part T1: Tendering Procedure**

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**Contents**

<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>
<b>T1.2</b>	<b>Tender Data</b>

**Re-Advert of Construction of Rhwantsana Community Hall in ward 4**  
**BID NOTICE AND INVITATION TO BID**  
**BID NO: NLM/TS/RACRCH/2025/2026**

Ntabankulu Local Municipality is calling upon an experienced, competent, and qualified service provider that will construct Rhwantsana Community Hall at Rhwantsana Village in ward 4.

A detailed specification will be attached to the tender document.

Project name	CIDB Grading	Preference points system
Construction of Rhwantsana Community Hall in ward 4	Grade 4GB or Higher	80/20

Bid documents may be obtained from Ntabankulu Local Municipality website **immediately after the briefing session.**

A **compulsory briefing meeting/session and site inspection** has been scheduled for **18 May 2026 at 10H00**, at Ntabankulu Local Municipality Town Hall, Erf 85 Main Street, Ntabankulu after which bidders and representatives of the municipality will proceed to the site. Briefing session will strictly be 30 minutes.

**NB: DR08019 Phuthi to Ntabankulu is under construction and bidder should anticipate delays**

Bids are to be completed in accordance with the conditions attached to the Bid document, must be sealed, endorsed with the relevant bid number and must be deposited in the official bid box clearly marked **“RELEVANT PROJECT NAME AND BID NUMBER”** in the main entrance of the Ntabankulu Local Municipality at ERF 85, Main Street, Ntabankulu, 5130 not later than **26 May 2026 at 12h00**, at which all bids will be opened in public. Bids shall be valid for a period of 90 days after the closing date of the submission of bids. **Under no circumstances will late tenders be accepted.**

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

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (**Signed after the date of the Advert**)
- Proof of company registration.
- Original Certified ID copies for the entity owner/s
- Valid proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator (**Separate CIDB grading must also be attached for each company**).
- 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.
- Valid proof of registration with NHBRC.
- 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.

- 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 their original format.

**NB. Tender documents must be filled/completed in their original format.**

**All certifications must not be more than 3 months old and must be in its original format ( not a copy of certified document).**

**Failure to submit the mandatory documents will deem 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 functionality assessment of 70% will be considered non-responsive and not evaluated further.

**Construction of Rhwantsana Community Hall**

CRITERIA	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Experience on Similar Project	Max 5	30
Personnel Experience	Max 5	30
Plant and Equipment Relevant to Project	Max 5	10
Financial Capacity	Max 5	10
Methodology	Max 5	20
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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by ≥ 50% black people	4	
Business owned by 0% ≤ and < 50%black people	1	
Business owned by ≥ 50% women	3	
Business owned by 0% ≤ & < 50% women	1	
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)	5	
Business owned by 0% ≤ and < 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	

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of Rhwantsana community Hall in ward 4

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Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 and the Municipal SCM Policy will apply. NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest 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 technical enquiries should be directed to **Mr N. Bunge** at **060 964 9522** or [bungen@ntabankulu.gov.za](mailto:bungen@ntabankulu.gov.za) and procurement or SCM enquiries should be directed to **Mr N. Dinwayo** at [dinwayon@ntabankulu.gov.za](mailto:dinwayon@ntabankulu.gov.za) or **082 788 9601** during office hours i.e. between 08h00 and 16h30.

**fStage 1 Technical or Functionality Evaluation**

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

CRITERIA	POINTS	MAXIMUM POINTS
<p><b>1. <u>EXPERIENCE ON SIMILAR PROJECTS</u></b></p> <ul style="list-style-type: none"> <li>• Experience in the construction of at least three (3) or more General Building with a project value of R3m or greater per project</li> <li>• Experience in the construction of at least two (2) General Building with a project value of R3m or greater per project</li> <li>• Experience in the construction of at least one (1) General Building with a project value of R3m or greater per project</li> <li>• Bidder has submitted no information or inadequate information to determine the scoring level.</li> </ul> <p><b>NB: Tenderers to provide appointment letters, completion certificates, reference letters with contactable references.</b></p>	<p><b>30 Points</b></p> <p><b>20 Points</b></p> <p><b>10 Points</b></p> <p><b>0 Points</b></p>	<p><b>30 Points</b></p>
<p><b>2. <u>PERSONNEL EXPERIENCE</u></b></p> <ul style="list-style-type: none"> <li>• <b>Project Manager / Construction Manger</b> <ul style="list-style-type: none"> <li>○ A BSc or BTech Degree in the Built Environment with <u>5 years' or more post graduate experience</u> working on General Building.</li> <li>○ A BSc or BTech Degree in the Built Environment with <u>3 to 4 years' post graduate experience</u> working on General Building.</li> <li>○ A BSc or BTech Degree in the Built Environment with <u>1 to 2 years post graduate experience</u> working on General Building.</li> </ul> </li> <li>• <b>Site Agent</b> <ul style="list-style-type: none"> <li>○ A National Diploma or N6 in the Built Environment with <u>5 years' or more post graduate experience</u> working on General Building.</li> <li>○ A National Diploma or N6 in the Built Environment with <u>3 to 4 years' post graduate experience</u> working on General Building.</li> <li>○ A National Diploma or N6 in the Built Environment with <u>1 to 2 years post graduate experience</u> working on General Building.</li> </ul> </li> <li>• <b>Site Foreman</b> <ul style="list-style-type: none"> <li>○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>5 years' or more post graduate experience</u> working on General Building.</li> <li>○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>3 to 4 years' or more post graduate experience</u> working on General Building.</li> <li>○ A N4 and Trade Certificate / Artisan in the Built Environment with <u>1 to 2 years post graduate experience</u> working on General Building.</li> </ul> </li> <li>• Bidder has submitted no information or inadequate information to determine the scoring level or has experience less than the required minimum years</li> </ul> <p><b>NB: Certified copies of ID's, qualifications and accreditation/ trade test certificates must be provided.</b></p>	<p><b>10 Points</b></p> <p><b>7 Points</b></p> <p><b>4 Points</b></p> <p><b>10 Points</b></p> <p><b>5 Points</b></p> <p><b>3 Points</b></p> <p><b>10 Points</b></p> <p><b>5 Points</b></p> <p><b>3 Points</b></p> <p><b>0 Points</b></p>	<p><b>30 Points</b></p>

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of Rhwantsana community Hall in ward 4

<p><b>3. <u>Plant and Equipment Relevant to Project</u></b></p> <ul style="list-style-type: none"> <li>○ Ownership of the Five (5) following plant and equipment: TLB; Tipper Truck, Drop- side Truck, Compactor/Roller and Batching Plant or Concrete Mixers. These must be owned by the tenderer and Proof of Ownership must be provided.</li> <li>○ Ownership of at least Two (2) of the above-mentioned plant and equipment. Tenderer to provide proof of ownership for the Two(2) 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.</li> <li>○ 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.</li> </ul> <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><b>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, Tipper Truck, Drop- side Truck, Compactor/Roller, and Batching Plant or Concrete Mixers.</b></p>	<p><b>10 Points</b></p> <p><b>7 Points</b></p> <p><b>5 Points</b></p> <p><b>0 Points</b></p>	<p><b>10 Points</b></p>
<ul style="list-style-type: none"> <li>○ <b><u>Financial Capacity</u></b></li> <li>○ 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.</li> <li>○ Bank rating letter with a minimum of C rating</li> <li>○ Bidder has submitted no information or inadequate information to determine the scoring level or does not have the relevant plant and equipment required.</li> </ul> <p><b>NB: Letters and proof of the above requested documents should not be older than three (3) months.</b></p>	<p><b>10 Points</b></p> <p><b>7 Points</b></p> <p><b>0 Points</b></p>	<p><b>10 Points</b></p>
<p><b>4. <u>METHODOLOGY</u></b></p> <ul style="list-style-type: none"> <li>○ Presentative project specific methodology with both the works programme OHS Plan, Risk analysis, MSME Strategy and Cash flow projection.</li> <li>○ Presentative project specific methodology with works programme, OHS Plan and Risk analysis</li> <li>○ Presentative project specific methodology with OHS Plan, Risk analysis</li> <li>○ Bidder has submitted no method statement, Cash flow, works programme, OHS Plan, Risk analysis and MSME Strategy</li> </ul>	<p><b>20 Points</b></p> <p><b>15 Points</b></p> <p><b>10 Points</b></p> <p><b>0 Points</b></p>	<p><b>20 Points</b></p>
<p><b>TOTALS</b></p>		<p><b>100 POINTS</b></p>

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION RHWANTSANA COMMUNITY HALL**

**T1.2 Tender Data**

**T1.2.1 Standard Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

**The following variations, amendments and additions to be the Standard Conditions of Tender as set out in the tender Data below shall apply to this tender:**

**F.1 General**

**F.1.1 Actions**

*Add the following*

The Employer is the NTABANKULU LOCAL MUNICIPALITY, represented by Technical Services Department.

**F.1.2 Tender Documents**

*Add the following*

“The following documents form part of this tender:

**Volume 1:** The JBCC (Edition 6.2) 2024 as published by the Joint Building Contracts Committee.

Volumes 1 may also be inspected, by appointment, at the offices of the Employer’s Representative during normal office hours.

The tender documents issued by the Employer comprise:

**Volume 4:** The Tender Document (**this document**), in which is bound:

**The Tender**

**Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

**Part T2: Returnable Documents**

- T2.1 List of returnable documents
- T2.2 Returnable schedules

**Part C1: Agreements and Contract Data**

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupation Health and Safety plan
- C1.5 Contract of Temporary Employment as Community Liaison Officer

**Part C2: Pricing data**

- C2.1 Pricing instructions
- C2.2 Activity schedules / Bills of Quantities **Attached**

**Part C3: Scope of work**

- C3.1 Scope of work
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Project Specifications
- C3.6 Annexes
- C3.7 MBD's

**Part C4: Site information**

- C4.1 Site information

**F.1.4 Communication**

*Add the following*

Attention is drawn to the fact that verbal information, given by the Employer's Representative during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

*Add the following*

Only those tenderers who satisfy the following criteria are eligible to submit tenders

### **F2.1.1 Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, and prior to the closing of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the GB class of construction work; the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations; and
3. for alpha-numeric's associated with the contractor Grading Designations see Annex G attached

### **F.2.7 Clarification meeting**

*Add the following:*

Representatives of the Municipality will meet prospective Tenderers at the locality, date and time as stated in the Tender Notice and invitation to tender to conduct them on an inspection of the site. The representatives will not be available at any other time for such an inspection.

The site inspection will form an integral part of the tender.

A person who is suitably qualified and experienced to comprehend the implications of the work involved must represent the Tenderer at the site inspection. Attendance at the site inspection is compulsory. If the Tenderer or his representative fails to attend the site inspection, the municipality reserves the right to disqualify the tenderer.

No comments or representations made by the Municipality at the compulsory clarification meeting shall be binding on the tender or the contract unless they are contained in the minutes of the site inspection.

The onus will be on the Tenderer to have the applicable form bound in this document, which certifies the Tenderer's presence at the site inspection, completed and duly signed.

### **F.2.12 Alternative tender offers**

*Add the following to F.2.12.1*

- F.2.12.1 If a tenderer wishes to submit an alternative tender offer he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an “Alternative Tender” in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer.

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

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

The modified Pricing Data must include an amount equal to the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in **Schedule 18: Alterations/Amendments** by Tenderer in T2.2 : Returnable Schedules.

F.2.13.1 **Submitting a tender offer**

*Replace subclause F.2.13.2 with the following*

- F2.13.2 Return all returnable documents to the employer after completing them in their entirety by writing in **non-erasable black ink**.

*Add the following to F.2.13.3*

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.

*Add the following after the first sentence of F.2.13.4:*

- F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box:** Main entrance of the Municipal Building

**Physical address:** NTABANKULU LOCAL MUNICIPALITY,  
85 Main Street, Ntabankulu, 5130

**Identification details:** Reference number: BID NO: NLM/TS/RACRCH/2025/2026

**Title of tender:** CONSTRUCTION OF RHWANTSANA COMMUNITY HALL

Sealed tenders with the Tenderer's name and address and the endorsement

**BID NO: NLM/TS/RACRCH/2025/2026 "CONSTRUCTION OF RHWANTSANA COMMUNITY HALL"**

" on the envelope, must be placed in the official tender box at the abovementioned address.

*Add the following to F.2.13.6:*

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

F.2.15 **Closing time: 12h00 on 26 May 2026**

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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

**F.2.16 Tender offer validity**

*Add the following to F.2.16.1:*

F.2.16.1 The tender offer validity period is **90 days**.

**F.2.17 Clarification of tender offer after submission**

*Add the following to F.2.17:*

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or with the CIDB, within the time for submission stated in the employer's written request for such clarification or confirmation. Such required clarification or confirmation response will be expected within four working days from the date of receipt. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or

sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

#### F.2.23 Certificates

*Add the following:*

The tenderer is required to submit the following which are part of mandatory documents:

##### F.2.23.1 Tax Pin

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Pin issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Pin, or proof that he or she has made the necessary arrangements with SARS.

##### F.2.23.2 Bargaining Council Certificates

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 A certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

##### F.2.23.3 Tenders exceeding R10 million

Where the tendered amount inclusive of VAT exceeds R 10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

- a. particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- b. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

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

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

*Add the following to F.3.4.1:*

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

**Time 12h00 on 26 May 2026**

Location: Ntabankulu Town Hall, Erf 85 Main Street, Ntabankulu, 5130  
Tenders will be opened immediately after the closing time for tenders.

#### **F.3.11 Evaluation of tender offers**

##### **F.3.11.1 General**

*Add the following:*

The following preference point systems are applicable to all bids:

The value of this bid is estimated to exceed R3 000 000 (all applicable taxes included) and, therefore, the 80/20 system shall be applicable.

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

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of adjudication points achieved = NFO + Specific goals as detailed below.

Where;

NFO= The number of tender evaluation points achieved for the Financial Offer.

Specific goals = The number of tender evaluation points achieved for Specific goals Contribution.

### F.3.11.2 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where a maximum of 80 points is allocated on the following basis:

**80/20**

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

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

Add the following new sub clause:

### F.3.11.4 Scoring Preference

#### 1. POINTS AWARDED FOR SPECIFIC GOALS

##### 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by ≥ 50% black people	4	
Business owned by 0% ≤ and < 50% black people	1	
Business owned by ≥ 50% women	3	
Business owned by 0% ≤ & < 50% women	1	
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)	5	T1.

Business owned by 0% ≤ and < 50% Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 and the Municipal SCM Policy will apply

#### 4 DECLARATION WITH REGARD TO ENTITY

- a. Name of entity: \_\_\_\_\_
- b. VAT registration number: \_\_\_\_\_
- c. Company registration number \_\_\_\_\_

#### a. TYPE OF ENTITY

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

(TICK APPLICABLE BOX)

#### e. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### f. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Other service providers, e.g. transporter, etc.
- (TICK APPLICABLE BOX)

g. TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS? \_\_\_\_\_

h. I/we, the undersigned, who is/are duly authorized to do so on behalf of the entity, certify that the points claimed, based on the specific goal scoring, qualifies the entity for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the Specific goals contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser, being the NTABANKULU LOCAL MUNICIPALITY, may, in addition to any other remedy it may have –

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(c) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the (hear the other side) rule has been applied; and

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE(S) OF BIDDER**

DATE: \_\_\_\_/\_\_\_\_/20\_\_\_\_

ADDRESS: \_\_\_\_\_

**F3.13 Acceptance of tender offer**

*Add the following to F.3.13.1:*

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Pin issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer is registered and verified on the NHBRC;
- c) the tenderer is registered and verified on the CIDB with an appropriate category of 4GB Registration or higher;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the tenderer has submitted the letter of good standing from DOL in relation to COIDA 130 of 1993.
- g) the tenderer has submitted Occupational Health and Safety Plan.
- h) the tenderer has submitted proof of municipal rates clearance or an arrangement.

**F.3.18 Provide copies of the contract**

*Add the following:*

T1.

The number of paper copies of the signed contract to be provided by the Employer is one.

#### **F.4 Additional Conditions of Tender**

The additional conditions of tender are:

##### **F.4.1 Compliance with Occupational Health and Safety Act 1993**

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

In this regard the Tenderer shall submit with his tender, appended to Schedule 14: Health and Safety Plan in T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

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

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement date of the Contract.

The Successful tender will be required to register the project with the DOL within 14 calendar days from the date of acceptance.

#### **F.4.2 Eligibility with respect to expanded public works programme**

This Contract does qualify for consideration as an Expanded Public Works Programme project; therefore, a successful tenderer will be required to employ a minimum of 10 local general workers and 3 Semi-skilled labours at applicable EPWP rates for the duration of a contract.

#### **F.4.3 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the JBCC Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- (1) Inspected, read and fully understood the JBCC Conditions of Contract.
- (2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be
- (4) Imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (5) requested the Employer to make clear the actual requirements of anything shown or contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer's at once to have the same rectified; as no liability will be admitted by the Employer's in respect of errors in any tender due to the foregoing.

#### **F.4.4 Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer will reject the Tender.

#### **F.4.5 Community liaison officer**

A CLO will be used in this contract and will be paid a monthly salary of R 5 500.00 as reflected on the Schedule of quantities.

#### **F.4.6 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable black ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### **F.4.7 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
  - b) is not to the detriment of any other tenderer; and
- T1.

- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### **F.4.8 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
- full name;
  - identification number or company or other registration number; and
  - tax pin and VAT registration number, if any;
- b) has indicated whether:
- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
  - whether a spouse, child or parent of the provider or of a director, manager, and shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

#### **F.4.9 Combating abuse of the Supply Chain Management Policy**

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:

- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 16, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender not being considered.

#### **F.4.10 UIF payments**

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

#### **F.4.11 Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

#### **F.4.12 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

#### **F.4.13 Scope of Tender**

The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document and applicable legislation.

#### **F.4.14 Withdrawal of Tenders**

A Tenderer may withdraw his tender (in writing) at any time before the closing date and time for the submission of the tender if a notice to this effect reaches the procurement section before the closing date and time. In the event of the Tenderer withdrawing his tender after the closing date and time, or failing to provide an acceptable guarantee, or failing to take up the Contract when called upon by the Municipality to do so, the Municipality reserves the right to insist that the Tenderer shall pay to the Municipality the cost incurred by the Municipality in having to award the tender to another Contractor.

#### **F.4.15 Repudiation of Tender or Invalidation of Contract**

If the Municipality is satisfied in its sole discretion that the Tenderer or any person being an employee, partner, director or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer-

- a) has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a Contract;
- b) has acted in a fraudulent or corrupt manner in obtaining or executing Contract;
- c) has approached an officer or employee of the Municipality with the object of influencing the award of a Contract in the Tenderer's favour;
- d) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company –
  - i) to refrain from tendering for this Contract;
  - ii) as to the amount of the tender to be submitted by either party;

- e) has disclosed to any other person, entity other than the Municipality, the exact or approximate amount of his proposed tender, except where the disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the tender; the Municipality may in addition to
- f) using any other legal remedy, repudiate the tender or declare the Contract invalid should it already have been concluded.

**Annex F**  
(normative)  
**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- T1.

- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, except for letter of appointment and termination 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 representative are stated in the tender data.

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

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

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

#### **F.2 Tenderer's obligations**

##### **F.2.1 Eligibility**

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

##### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

No insurance will be provided by the employer and the tenderer is advised to seek qualified advice regarding insurance.

## **F.2.10 Pricing the tender offer**

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment.
- F.2.10.4** State the rates and prices in Rand.

## **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **F.2.12 Alternative tender offers**

- F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all 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 of the tenderer proposes.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **F.2.13 Submitting a tender offer**

- F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, together with tender document.

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

**F.2.13.4** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender notice. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

**F.2.17 Clarification of tender offer after submission**

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

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

## **F.2.18 Provide other material**

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

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

## **F.2.19 Inspections, tests and analysis**

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

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

Within 14 calendar days, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **F.2.21 Check final draft**

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

## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

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

### **F.3.1 Respond to clarification**

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

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

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

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

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

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

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

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

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

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

**F.3.5.1** Two-envelope system will **not** be followed.

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

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final

evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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

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

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

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

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

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

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

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

### **F.3.9 Arithmetical errors**

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bill of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously

gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1. Within 7 calendar days from the date of acceptance.

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

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

**F.3.11 Evaluation of tender offers**

**F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

<p>Method 1 Financial offer</p>	<p>1) Rank tender offers from the most favourable to the least favourable          Method 1:          comparative offer.          Financial offer          2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
<p>Method 2: Financial offer and preferences</p>	<p>1) Score functionality, rejecting all tender offers that fail to score the minimum number of points or for functionality stated in the Tender data.          2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.          3) Calculate total tender evaluation points.          4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p style="text-align: right;">T1.</p>

	5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and equality	1) Score functionality or percentage, rejecting all tender offers that fail to score the minimum number of points or for functionality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the formula: 2 Option 1

NFO =  $W1 \times A$  where:

NFO = the number of tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{P - P_m}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{P - P_m}{P_m})$	$P_m/P$

Where :

T1.

- Pm = the comparative offer of the most favourable tender offer.  
P = the comparative offer of tender offer under consideration.

### **F.3.11.3 Scoring quality (functionality)**

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

### **F.3.12 Insurance provided by the employer**

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

### **F.3.13 Acceptance of tender offer**

- F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.
- F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted within 14 calendar days from the date of appointment.

### **F.3.15. Prepare contract documents**

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

- a) Addenda issued during the tender period,

T1.

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

### **F.3.16 Issue final contract**

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

### **F.3.17 Complete adjudicator's contract**

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

### **F.3.18 Provide copies of the contracts**

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

**Annex G**  
 (Normative)

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

Contractor Grading Designations	TenderValueRange designation	Range of Tender Values	
		Greater than	Less than or equal to
1 (class of construction works)	1	R 0	R 500 000
2 (class of construction works)	2	R 500 000	R 1 000 000
3 (class of construction works)	3	R 1 000 000	R 3 000 000
4 (class of construction works)	4	R 3 000 000	R 6 000 000
5 (class of construction works)	5	R 6 000 000	R 10 000 000
6 (class of construction works)	6	R 10 000 000	R 20 000 000
7 (class of construction works)	7	R 20 000 000	R 60 000 000
8 (class of construction works)	8	R 60 000 000	R 200 000 000
9 (class of construction works)	9	R 200 000 000	No limit

**Table G2: Classes of construction work**

<b>Description</b>	<b>Designation</b>	<b>Definition</b>
<b>Civil engineering works</b>	<b>CE</b>	Construction works that are primarily concerned with the materials such as steel, concrete, earth and rock and their application in the construction, operation, maintenance and management of hydraulic, structural, environmental and systems aspects of infrastructure works and services.
<b>Electrical engineering works</b>	<b>EE</b>	Construction works that are primarily concerned with installation, testing, operation and maintenance of equipment, plant and systems within the electrical, electronic, communication and electrical systems areas.
<b>General building works</b>	<b>GB</b>	Construction works that: a) are primarily concerned with the provision of permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.
<b>Mechanical engineering works</b>	<b>ME</b>	Construction works that are primarily concerned with the installation, testing, operation and maintenance of machines, machine and thermodynamic processes and manufacturing, materials handling plants and systems.
<b>Specialist works</b>		<b>SA</b> Alarms, security and access control systems <b>SB</b> Asphalt works (supply and lay) <b>SC</b> Building excavations, shaft sinking and lateral earth support <b>SD</b> Corrosion protection (cathodic, anodic and electrolytic) <b>SE</b> Demolition and blasting <b>SF</b> Fire prevention and protection systems <b>SG</b> Glazing, curtain walls and shop fronts <b>SH</b> Landscaping, irrigation and horticultural works <b>SI</b> Lifts, escalators and travellers (installation, commissioning and maintenance) <b>SJ</b> Piling and specialized foundations for buildings and structures <b>SK</b> Road markings and signage <b>SL</b> Structural steelwork fabrication and erection <b>SM</b> Timber buildings and structures <b>SN</b> Waterproofing of basements, roofs and walls using specialist systems. <b>SO</b> Water supply and drainage for buildings (wet services, plumbing)

	<b>SP</b> Building of Homes as contemplated in the Housing Consumer Protection Measures Act (Act No 95 of 1998)
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**Part T2: Returnable Documents**

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**Contents**

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

## NTABANKULU LOCAL MUNICIPALITY

### BID NO: NLM/TS/RACRCH/2025/2026 CONSTRUCTION OF RHWANTSANA COMMUNITY

#### T2.1 List of Returnable Documents

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (**Signed after the date of the Advert**)
- Proof of company registration.
- Original Certified ID copies for the entity owner/s
- Valid proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator (**Separate CIDB grading must also be attached for each company**).
- 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.
- Valid proof of registration with NHBRC.
- 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.
- 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 their original format

T1.

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

**T2.2 Returnable Schedules that will be incorporated into the Contract**

- 1: ENTERPRISE QUESTIONNAIRE
- 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE
- 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
- 3A CERTIFICATE OF AUTHORITY FOR SINGLE ENTITY
- 4: SCHEDULE OF WORK EXPERIENCE
- 5: SCHEDULE OF CONSTRUCTION PLANT
- 6: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)
- 7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
- 8: SCHEDULE OF PROPOSED SUPPLIERS
- 9: SCHEDULE OF SUBCONTRACTORS
- 10: SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THIS CONTRACT
- 11: DETAILS OF SITE AGENT'S AND PROJECT MANAGER'S EXPERIENCE
- 12: HEALTH AND SAFETY PLAN
- 13: CONFIRMATION OF CONTRACTOR REGISTRATION
- 14: RECORD OF ADDENDA TO TENDER DOCUMENTS (NOTICE TO TENDERERS)
- 15: ALTERATIONS/AMENDMENTS BY TENDERER

**C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data (Part 2)**

**C2.2 Bill of Quantities**

**NB: TENDERERS MUST COMPLETE THESE SCHEDULES/DATA SHEETS/FORMS IN BLACK INK**

**NTABANKULU LOCAL MUNICIPALITY**

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**T2.2 Returnable Schedules**

**SCHEDULE 1: 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: .....**

**Address of enterprise:**

**Postal: .....**

**Physical: .....**

**Telephone: .....**

**Facsimile: .....**

**e-mail: .....**

**Section 2: VAT registration number, if any: .....**



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**SCHEDULE 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE**

This is to certify that I/we .....

of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence of affect my/our Tender.

**CLIENT/EMPLOYERS REPRESENTATIVE:** .....

**TENDERER'S REPRESENTATIVE:** .....

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 3A: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
 ....., authorised signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATURE
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note:**

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**SIGNED ON BEHALF OF TENDERER:** .....

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**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**CERTIFICATE OF AUTHORITY FOR SINGLE ENTITY**

This returnable schedule is to be completed by single entity.

Signatories for entities must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form

An example is shown below:

"By resolution of the board of directors taken on \_\_\_\_\_ 20\_\_\_\_\_

Mr /Ms \_\_\_\_\_

has been duly authorised to sign all documents in connection with this tender for contract (block capitals)

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SIGNED ON BEHALF OF THE COMPANY (TENDERER): \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

**SIGNED ON BEHALF OF TENDERER: .....**

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**SCHEDULE 4: SCHEDULE OF WORK EXPERIENCE**

The tenderer shall insert in the spaces provided below a list of Buildings completed contracts awarded to him to the value of R3 000 000 and above and those currently being undertaken. Those under construction will not be awarded any points during evaluation of functionality.

<b>COMPLETED CONTRACTS</b>				
<b>EMPLOYER (NAME, TEL No.)</b>	<b>CONSULTING ENGINEER (NAME, TEL No.)</b>	<b>NATURE OF WORK VALUE</b>	<b>VALUE OF WORK R(m)</b>	<b>DATE COMPLETED T1.</b>

Contract No.:  
 NLM/TS/RACRCH/2025/2026 construction  
 of Rhwantsana community Hall in ward 4


**SIGNED**  
**ON**  
**BEHALF**  
**OF**

**TENDERER:** .....

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

**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**

**BID NO: NLM/PMU/CFRCH/2025/2026**

**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**SCHEDULE 5: SCHEDULE OF CONSTRUCTION PLANT**

The tenderer shall state below what construction plant will be available for this Contract. The tenderer shall differentiate between construction plant owned by the entity or immediately available and construction plant which will be hired or become available should he be awarded the Contract.

**F1: CONSTRUCTION PLANT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER
-----------------------------	--------

Contract No.:  
NLM/TS/RACRCH/2025/2026 construction  
of Rhwantsana community Hall in ward 4

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**SIGNED ON BEHALF OF TENDERER:** .....

**F2: CONSTRUCTION PLANT ON ORDER**

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER
	T1.

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**F3: CONSTRUCTION PLANT THAT WILL BE HIRED**

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 6: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)**

The tenderer **shall** attach a preliminary programme to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of the Joint Building Contract Committee, which he estimates will arise, based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
-------	-------

1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 8: TAX PIN**

An **original** valid Tax Pin from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Pin, or proof that he or she has made the necessary arrangements with SARS.

Failure to submit any of the above shall invalidate the tender/bid.

**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**

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**SCHEDULE 9: CERTIFICATE OF GOOD STANDING**

A valid Certificate of good Standing from the Compensation commissioner shall be attached to this Schedule or proof that the tenderer has made arrangements with the Compensation Commissioner to meet his or her outstanding UIF obligations.

Each party to a Consortium/Joint Venture shall submit a separate Certificate of good Standing, or proof that he or she has made the necessary arrangements with the Compensation Commissioner.

**SIGNED ON BEHALF OF TENDERER:** ..... T1.

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**SCHEDULE 10: SCHEDULE OF PROPOSED SUPPLIERS**

The Tenderer must state below which suppliers, together with the information as requested, he intends to use on this contract.

SUPPLIER	TEL. NO.	CONTACT PERSON FOR REFERENCE
		T1.

Contract No.:  
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**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**

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**SCHEDULE 11: SCHEDULE OF SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Municipality.

<b>SUBCONTRACTORS</b>			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details Of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the	Estimated Cost of Work (Rand) T1.

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		Subcontractor	
<b>TOTAL (Excluding VAT)</b>			

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

**SIGNED ON BEHALF OF TENDERER:** .....

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 BID NO: NLM/TS/RACRCH/2025/2026  
 CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**SCHEDULE 12: SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THIS CONTRACT**

The Tenderer must state below an estimate of the local labour he intends to use on this contract.

Type of labour (Construction item, e.g. Unskilled – digging of trenches)	Man-days (a)	Rate per Day (b)	Total (a x b)
			T1.

Contract No.:  
 NLM/TS/RACRCH/2025/2026 construction  
 of Rhwantsana community Hall in ward 4


**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 13: DETAILS OF SITE AGENT’S AND PROJECT MANAGER’S EXPERIENCE**

Tenderers shall set out in the Schedule hereunder details of the Site Agent and Project Manager’s experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

<b>SITE AGENT</b>	NAME: .....QUALIFICATION.....			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>PROJECT MANAGER</b>	NAME: .....QUALIFICATION.....			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>


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

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

**NTABANKULU LOCAL MUNICIPALITY**

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CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**SCHEDULE 14: HEALTH AND SAFETY PLAN**

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

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor’s induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specification
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

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

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

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

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

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 15: CONFIRMATION OF CONTRACTOR REGISTRATION**

**CIDB Contractor Registration**

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

<b>COMPANY NAME</b>	<b>CIDB REGISTRATION NO.</b>	<b>CONTRACTOR GRADING DESIGNATION</b>

Where a tenderer satisfies CIDB Contractor grading designation requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted.

The information provided above shall be verified by the Employer.

**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**SCHEDULE 17: RECORD OF ADENDA TO TENDER DOCUMENTS (Notice to Tenderers)**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**SCHEDULE 18: ALTERATIONS/AMENDMENTS BY TENDERER**

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

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

**SIGNED ON BEHALF OF TENDERER:** .....

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

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**Part C1: Contract Data**

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**Contents**

- C1.1 Contract Data
- C1.2 List of approved financial institutions
- C1.3 Occupational Health and Safety Agreement
- C1.4 Contract of Temporary Employment as Community Liaison Officer

**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**C1.2 Contract Data**

**Part 1: Contract Data provided by the Employer**

**CONDITIONS OF CONTRACT**

The Conditions of Contract are clauses 1 to 42 of the JBCC Principal Building Agreement (Edition of May 2018) prepared by the Joint Building Contracts Committee.

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 Construction Project Managers, Building Industries Federation of South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

<b>Clause</b>	<b>Data</b>
1.1.1.13	The Defects Liability Period is 6 calendar months.
1.1.1.14	The time for achieving Practical Completion is 6 months.
1.1.1.15	The name of the Employer is The NTABANKULU LOCAL MUNICIPALITY.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
42.1.1	<b>The address of the Employer is:</b> 85 Main Street Ntabankulu 5130 Contact person: Mr M.Bunge Tel: 060 964 9522 Email: bungem@ntabankulu.gov.za
42.0 42.4.1	The documentation required before commencement with Works execution are:

Clause	Data
	<ul style="list-style-type: none"> <li>• Tenderer must submit a project specific Occupational Health and Safety Plan to be approved by the Client, within 14 days of being awarded the contract.</li> <li>• Tenderer must submit a project specific Initial programme to be approved by the Client, within 14 days of being awarded the contract.</li> <li>• The successful bidder must employ or have a registered professional within the built environment within 21 days upon receipt of the appointment letter.</li> <li>• Tenders should note that this forms part of a batch of Tender 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.</li> </ul> <p>The contractor shall commence executing the Works within 14 calendar days of the Commencement Date or immediately after such time as the Contractor’s health and safety plan has been approved and the initial requirements have been complied with.</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 calendar days.
5.5.2	The whole of the works shall be completed within 6 months.
5.6.1	The Works programme is to be delivered within 14 calendar days of the Commencement Date.
5.13.1	The penalty for failing to complete the Works is R 1500 per day. The Employer reserves the right without prejudice to exercise discretion in the matter of daily penalties.
<b>5.14.1</b>	<b>Practical completion shall only be granted once all scope of works is complete in all respects.</b>
<b>5.16.3</b>	<b>The latent defect period will not be applicable.</b> <span style="float: right;">T1.</span>

Clause	Data
6.2	<p><b>No contract price adjustment will apply</b></p> <p>The value of the certificates issued shall not be adjusted</p> <p>The urban area nearest to the Site is Ntabankulu.</p> <p>The applicable industry for the Producer Price Index for materials is Building and Construction.</p> <p>This section is not applicable in this contract</p>
6.8.3	<p><b>.Price Adjustment for Special Materials</b></p> <p>In terms of JBCC PBA 6.2, <b>no adjustment</b> will be made for variations in the cost of special materials.</p>
6.10.1.5	<p><b>Advance on Materials (Clause 31 – Payment)</b></p> <p>The Contractor shall be entitled to an advance of <b>80%</b> on materials not yet built into the Permanent Works, subject to compliance with JBCC requirements (e.g. proof of ownership, storage, and insurance).</p>
6.10.3	<p><b>Retention (Clause 31.7)</b></p> <p>Retention shall be applied up to a limit of <b>10% of the Contract Price</b>.</p>
8.6.1	<p><b>Insurance of the Works (Clause 8 – Insurance)</b></p> <p>Insurance shall be effected in accordance with JBCC PBA 6.2 provisions.</p>
8.6.1.1.2	<p><b>Employer-Supplied Plant and Materials (Clause 8.4)</b></p> <p>The value of plant and materials supplied by the Employer to be included in the insurance sum is <b>R 1,000,000</b>, where applicable.</p>
8.6.1.1.3	<p><b>Contract Works Insurance (Clause 8.2)</b></p> <p>The insurance for the Works (covering damage or loss) shall be for an amount of <b>R 1,500,000</b>, with <b>unlimited claims</b> permitted during both the construction period and the defects liability period.</p>
8.6.1.2	<p><b>Special Risks Insurance (Clause 8.6)</b></p> <p>A <b>coupon policy</b> shall be issued to cover special risks as required.</p>
8.6.1.3	<p><b>Public Liability Insurance (Clause 8.5)</b></p> <p><b>The limit of indemnity for liability insurance is not applicable to this contract.</b></p>
8.6.1.5	<p><b>Additional and Varied Insurance (Clause 8 – Insurance)</b></p> <p>In accordance with JBCC PBA 6.2, the following additional and varied insurances are required:</p> <ul style="list-style-type: none"> <li><b>Contractor’s All Risk Insurance</b></li> </ul> <p>The Contractor shall provide Contractor’s All Risk Insurance to</p>

Clause	Data
	<p><b>cover risks not included under the standard Contract Works Insurance, where applicable.</b></p> <ul style="list-style-type: none"> <li>• <b>Employer’s Liability Insurance</b>  <b>The Employer shall provide:</b> <ul style="list-style-type: none"> <li>○ <b>Common Law Liability Insurance, and</b></li> <li>○ <b>Workmen’s Compensation Insurance, in accordance with statutory requirements and JBCC provisions.</b></li> </ul> </li> </ul>
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	The determination of unresolved disputes shall be by arbitration.
Clause	Data
1.2.1	<p>The following three additional sub-clauses, covering alternative methods of communication, apply and are deemed as a “formal”:</p> <p>1.2.1.3 Sent by facsimile or email communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the addressee for certified delivery by the postal Authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the addressee.</p>
4.3	<p>Add the following at the end of subclause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> </ul>

Clause	Data
	<p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p>

Clause	Data
	<p>(ii) The Employer reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the employer at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Contractor's attention is drawn to the laws listed in the Scope of Work section of this document.</p>
4.12.2	<p>In responding to a provisional letter of acceptance as amended herein the Contractor will be required to nominate a representative who is to act as the Site Agent.</p>
5.3	<p>Add the following to subclause 5.3.1:</p> <p>"Subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>
5.4.1	<p>Add the following to subclause 5.4.1 between "site," and "the location" in line 3:</p> <p>"Subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>
5.6	<p>The following two additional sub-clauses apply:</p> <p>5.6.1.1 The Employers Representative may, by order in writing and without relieving the Contractor of any duties or responsibilities under this Contract, require the Contractor to proceed with the execution of the works in such sequence and manner as may be necessary in the opinion of the Employer Representative.</p>

Clause	Data
	5.6.1.2 The Works are to be carried out in such an order as to interfere as little as possible with the continued operation of existing services and with work being carried out by other contractors or employees of the Council.
5.7.2	Night work and overtime work are not to be undertaken without the prior written approval of the Employers Representative and on the terms and conditions as may be stipulated in such approval.
5.8	<p>Should the Employers Representative permit work outside of normal Council's working hours (viz Mondays to Fridays inclusive 07:00 to 17:00) and on Saturdays, Sundays or on any of the non-working days and if he deems the presence of the Employer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision. Where the Employers</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as adequate notice.</p>
5.9.1	The Employers Representative will retain all priced tender documents but will provide the Contractor with a photocopy of the Contractor's contract document.
5.12	Any delay on the part of the Contractor beyond the period of fourteen days for the submission of the Deed of Suretyship or proof of insurances having been effected shall not be grounds for an extension of time and the time for completion stated in the Appendix may be reduced by the amount of the delay.
5.12.1	<p><i>REPLACE THE FULL STOP AT THE END OF THE PROVISIOIN SUBCLAUSE 5.12.1 WITH A COMMA AND ADD THE FOLLOWING:</i></p> <p>"And provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Subclauses 10.1.1 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."</p>
5.12.2	<p>Add new sub-clause 5.12.2.5:</p> <p>"No extension of the Time of Completion shall be granted for normal rainfall as confirmed with South African Weather Services".</p>

Clause	Data
5.12.3	<p><i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN LINE 1, INSERT THE FOLLOWING:</i></p> <p>" , subject to such additional provisions (if any) set out in the Scope of Works,"</p>
6.2	<p>Delete the first sentence and substitute:</p> <p>"When called upon to do so in a letter advising the Contractor of the Employer's intent to accept the tender, the Contractor shall produce within fourteen days from receipt of such letter a guarantee from an Insurance Company or a Bank to be jointly and severally bound with the Contractor, in terms of a Form of Guarantee, in a sum equal to 10 percent of the Tender sum, for the due performance of the Contract.</p> <p>The submission of the Form of Guarantee shall be a condition precedent to the signing of the Form of Acceptance. A Pro-forma of a suitable Form of Guarantee that is acceptable of the Employer is attached to this document under section C1.3.</p> <p>Delete the words "to the Guarantor within 14 days" from the penultimate line of the last paragraph and substitute "to the Contractor within 30 days."</p> <p>Add the following new paragraphs:</p> <p>"The Contractor shall then be responsible for returning the Form of Guarantee to the Guarantor.</p> <p>Should the Employer be unable to return the Form of Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that the employer has no further claim against the Guarantor and that the Form of Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor."</p>
6.6.1.2.2	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur. Clause 6.6.1.2.2 applies in this contract; that is, the Contractor is required to stipulate in the tendered Schedule of Quantities such charges and profit for possible future pro rata adjustments, as may be required.</p>
6.7	<p>The Works are measured in accordance with the current SANS 1200 Standardised Specifications where applicable. No claims arising from other methods of measurement will be entertained.</p>
6.9	<p>Tenderers who intend to store materials in places other than on the Site are required to submit their intentions on the attached data sheet with</p>

Clause	Data
	<p>their tender; a successful tenderer will be required to enter formal agreements to the approval of the Employer's Representative in respect of all such materials in terms of clause 6.9.1.2, failing which, no claim for interim payment in respect of materials stored off-site, will be entertained.</p>
6.10.4	<p>Add the following:</p> <p>The defects liability period is three months, reckoned from the date on the Certificate of Final Completion. It is recorded that if the Contractor fails to make good defects as may be certified by the Employer's Representative, all retention monies as at the date of that default certificate, shall be forfeited by the Contractor to the Employer without prejudice to the Employer's rights in terms of this contract.</p>
7.5.1	<p>Add the following:</p> <p>The Contractor shall give the Employer's Representative a reasonable time to accommodate examinations in the Employer's Representative programme, in which case a time for inspection can be agreed upon. Normally 24 hours would be seen to be reasonable.</p>
7.5.3	<p>Add the following:</p> <p>If the Engineer/Employer's Representative attends with the purpose of examining any part or materials of the Works at the time and date agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such visit by the Engineer/Employer's Representative.</p>
7.6.3	<p>The following additional sub-clause applies:</p> <p>7.6.3.3 Where the Engineer/Employer's Representative considers that either or both sub-clauses 7.6.3.1 and 7.6.3.2 above apply to an event of a serious nature, the Engineer/Employer's Representative shall have the right to involve the Employer in the matter, in which case the Engineer/Employer's Representative will arrange a joint meeting between the Employer, the Engineer/Employer's Representative and the Contractor before giving any instructions to the Contractor.</p>
8.5	<p>The following additional paragraph applies: -</p> <p>If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to the Engineer/Employer's Representative and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Engineer/Employer's Representative that the claim has</p>

Clause	Data
	been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.
8.6.6	The Contractor shall produce the policies and proof of insurance within seven days of receipt of the letter advising the Contractor of the Employer's intent to accept the tender. The submission of such policies and proof of payment shall be a condition precedent to the issue of the Letter of Acceptance.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	
1.1.1.9	The name of the Contractor is ..... Authorized Representative & Signatory:
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 .....

**SIGNED ON BEHALF OF TENDERER:** .....

## **ANNEXURE**

### **LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are available for issue of contract guarantees:

#### **National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Land & Agricultural Bank of SA  
Nedbank Ltd.  
Standard Bank of SA Ltd.

#### **International Banks (with branches in SA):**

ABN AMRO Bank n.v.  
Barclays Bank plc.  
Commerzbank Aktiengesellschaft  
Credit Agricole-Indosuez  
Deutsche Bank AG  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

#### **Insurance companies:**

ABSA Insurance  
AIG South Africa  
Auto & General  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Emerald Insurance Co.  
Federated Employers Mutual Assurance Co.  
Guardrisk Insurance Co.  
Home Loan Guarantee Co.  
Lion of Africa Insurance Co.  
Lombard Insurance  
MUA Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Zurich Insurance Co.

**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**C1.4 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE NTABANKULU LOCAL MUNICIPALITY**  
**(HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,  
(Contractor/Mandatary/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ....., representing

..... , as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We am/are insured with an approved licensed compensation insurer.

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set. I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at .....on the.....day of.....20....

\_\_\_\_\_ T1.

**Witness**

**Mandatory**

Signed at ..... on the.....day of.....20 ....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**for and on behalf of  
NTABANKULU LOCAL MUNICIPALITY**

**OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who is trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**C1.5 Contract of Temporary Employment as Community Liaison Officer**

To be made available to the successful tenderer

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL WITH ABLUTION FACILITIES**

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**Part C2: Pricing Data**

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**Content**

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

**NTABANKULU LOCAL MUNICIPALITY**  
**BID NO: NLM/TS/RACRCH/2025/2026**  
**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**C2.1 Pricing Instructions**

1. 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 works 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.
2. This schedule of quantities forms an integral part of the contract documents.
3. The quantities set out in the schedule of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, shall be used for determining payment to the contractor. T1.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Works shall be valued at the rates or lump sums tendered, subject only to the provisions for the general conditions of contract, paragraphs 11 and 12 of this preamble, and sub clause 1209(a) of the standard specifications.

4. Rates and lump sums shall be comprehensive in accordance with sub clause 1209(b) of the standard specifications. Full compensation for completing and maintaining, during the maintenance period, all the work shown in the specifications, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and specifications shall be considered as provided for collectively in the items of payment given
5. in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
6. The tenderer shall fill in a rate or a lump sum for each item where provision has been made for it, even where no quantities are given.

A tender may be rejected if the tenderer has not filled in a rate or a lump sum against each item and if the tenderer fails to furnish the rates or lump sums for such items within seven (7) days of having been notified in writing by the employer to do so.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column.

The provisions of sub clause 1209(f) of the standard specifications shall apply to rate-only items. Tenderers shall also note the provisions of paragraph 12 of this preamble.

The tenderer may not group a number of items together and tender one lump sum for such group of items.

The tenderer also may not indicate against any item that full compensation for such item has been included in another item.

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

7. The works as executed will be measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurement of quantities for payment. Except where otherwise specified as in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered.

8. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
9. The stating of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute work. The contractor shall obtain the Employer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
10. The short descriptions of the payment items given in the schedule of quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of the work entailed under each item.
11. Reference shall be made to clause 48 of the general conditions of contract regarding provisional sums and prime cost sums.
12. Subject to the conditions state below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof. Should there be any discrepancies between the correctly extended totalled schedule of quantities and the tender sum, the rates will be regarded as being correct, and the employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the schedule of quantities with the tender sum. In such an event the contractor will be consulted but failing agreement between the parties, the decision of the employer shall be final and binding. Such adjustment of the tender sum shall take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers should make double sure of the correctness of their tendered rates, the extensions and the tender sum.
13. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
14. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:  
T1.

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

15. All rates and sums of money quoted in the schedule of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

## **Part C3: Scope of Work**

### **Contents**

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

**NTABANKULU LOCAL MUNICIPALITY**  
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**CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

## CONTENTS

- C3.1.1: Employer's Objectives and Overview of the Works
- C3.1.2: Description of Site and Access
- C3.1.3: Extent of the Works
- C3.1.4: Other Simultaneous Contracts
- C3.1.5: Site Security
- C3.1.6: Quality of Workmanship
- C3.1.7: Submission of Reports

### C3.1 Description of the Works

#### C3.1.1 Employer's Objectives and Overview of the Works

The Ntabankulu Local Municipality has initiated their construction of community halls in the Ntabankulu rural areas

#### C3.1.2 Description of Site and Access

Hall name	Site location	Access to the site
Rhwantsana Community Hall	Rhwantsana Village in Ward 04	Project coordinates:

#### C3.1.3 Extent of the Works

The scope of the works is listed below but not limited to the following activities:

- a) Site clearance
- b) Excavation of trenches and hole
- c) Casting of footings
- d) Construction of foundation walls
- e) Backfilling, compaction and casting surface bed
- f) Construction of superstructure
- g) Installation of roof and rainwater goods
- h) Plastering
- i) Painting
- j) Tiling
- k) Ceiling
- l) Glazing
- m) Fencing

- n) Installation of memorial plaque
- o) Construction of VIP Ablutions

**C3.1.4 Other Simultaneous Contracts**

Not applicable

**C3.1.5 Site Security**

The Contractor shall take every precaution to ensure safety on site and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the Works in general at all times.

The Contractor shall therefore acquaint himself with the current situation in the area (liaising with the local Police and Community Forums if necessary) and shall provide all security measures, including the employment of security services, as he deems necessary to comply with the requirements of this clause.

**C3.1.6 Quality of Workmanship**

Testing of the quality of workmanship (within tendered rates) and there will be no additional payment for testing thereof.

**C3.1.7 Submission of Reports**

Submissions will be monthly by the 25<sup>th</sup> of each month. No delays will be accommodated and penalties will be imposed for every non-submission or inaccurate report submission.

*Contract No.:*  
*NLM/TS/RACRCH/2025/2026 construction*  
*of Rhwantsana community Hall in ward 4*

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**C3.2 Engineering**

**BUILDING PLAN FOR THIS PROJECT IS ATTACHED**

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**C3.3 Procurement**

**CONTENTS**

- C3.3.1: Employment of a Community Liaison Officer (CLO)
- C3.3.2: Labour Intensive Construction (LIC) Work
- C3.3.3: Employment of Local Labour
- C3.3.4: Conditions of Temporary Employment
- C3.3.5: Task Work Related Activities

**C3.3.1 Employment of a Community Liaison Officer (CLO)**

A suitable CLO will be sourced from the community

**C3.3.2 Labour Intensive Construction (LIC) Work**

**C3.3.2.1 General**

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximise labour based construction activities and the works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

**C3.3.2.2 The Community**

The Community meetings in terms of Subclauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all residents of ward 4

### **C3.3.2.3 Recruitment of Local Labour**

Upon receipt of the Letter of appointment, the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer/ Employer`s Representative and the Contractor that labour residing in neighbouring communities may be recruited and employed.

### **C3.3.2.4 LIC Activities**

Contractors are encouraged to carry out the following activities with local labour using LIC methods:

- (i) Trench excavation
- (ii) Backfilling in trenches
- (iii) Construction of structure
- (iv) Cleaning of site

The Contractor is encouraged to add activities to the above list but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Employer an alternative ways in which the work is to be executed. The Employer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

## **C3.3.3 Employment of Local Labour**

### **C3.3.3.1 Amount of Labour Offered**

The Contractor shall submit detailed daily labour records to the Employer indicating respectively the numbers of permanent and temporary local employees employed on the Works and the activities on which they were engaged.

### **C3.3.3.2 Payment and Productivity**

In order that the project is economically viable and the employment of labour is not merely a "hand-out" to the local community, it is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause C3.3.5), in terms of which the Contractor will be required to reward the labour force on

the basis of Tasks completed, subject to the minimum rate of payment per day in terms of Clause C3.3.4

Payment to the local labour force shall be made on a fortnightly or monthly basis in respect of Tasks completed during the period.

### C3.3.4 Conditions of Temporary Employment

The Conditions of Temporary Employment stated below and the Task Work principles given in Clause C3.3.5 have been based on the Framework Agreement between the Congress of South African Trade Unions (COSATU) and the National Committee for Labour Intensive Construction (NCLIC).

The tendered rates and prices will be held to have been based on the following conditions:

<b>SCHEDULED CONDITIONS FOR TEMPORARY EMPLOYMENT</b>	
Rate of payment for Task Work related activities	Minimum Daily Wage: As per EPWP rates
Minimum rate of payment for labour (participating in activities where no production rate is specified)	Minimum Daily Wage: As per EPWP rates
Normal working hours per day	9,25 hours
Transport to site	Nil
Payment for all special non-working days (except Sundays and non-working Saturdays) – Relevant clause of General Conditions of Contract 201:  <ul style="list-style-type: none"> <li>• Where the worker does not work</li> <li>• Where the worker does work</li> </ul>	Minimum Daily Wage: As per EPWP rates  2 x Task-rate or 2 x statutory minimum daily wage where no productivity is specified
Payment during accredited training	50% of min daily wage
Notice of termination of temporary employment	7 days

Severance pay	Nil
Workmen’s Compensation Act (WCA ) benefits	Applicable
Unemployment Insurance Fund	Applicable

Any changes to the above scheduled employment conditions after the closing of the Tender which affects the Cost of the Works will be dealt with in accordance with Clause 46.4 of the General Conditions of the Contract. **The said employment conditions are not negotiable between the Contractor and any party whatsoever and shall only be amended on written order by the Employer.**

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Employer’s Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment described above:

- (i) Protective clothing shall be supplied to an employee in accordance with the requirement of the Occupational Health and Safety Act.
- (ii) Persons under the age of sixteen years shall not be permitted to work on labour intensive projects.
- (iii) The Contractor shall give to an employee, at the earliest possible opportunity, an induction to and training in terms of the Occupational Health and Safety Act.
- (iv) The Contractor shall give to an employee, at the earliest possible opportunity, notice of the termination of the contract and/or the requirements of that employee's participation in the project; provided that such notice shall not be less than 7 days. Payment may be made in lieu of such notice.
- (v) The employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the type of work done by the employee, the date of commencement, a record of training received (if any) and the date of termination of the contract and the rate of payment on the date of termination.
- (vi) An employee shall not be required or permitted to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work.
- (vii) All labour employed on the Site shall be covered by the Workmen's Compensation Act: refer Clause 38.(7) of the Special Conditions of Contract.

A Task shall be determined on the basis of what an average person from the local community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions e.g. soil density and other regulatory conditions as specified in Clause C3.3.4.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees.

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**C3.4 Construction**

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C3.4.2:	Drawings
C3.4.3	Applicable Particular Specifications
C3.4.4:	Site Facilities Available
C3.4.5:	Site Facilities Required
C3.4.6:	Contractor's Site facilities
C3.4.7:	Existing Services
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C3.4.9:	Site Maintenance
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C3.4.17:	Construction in Limited Areas

- C3.4.18: Length of Trenches
- C3.4.19: Transport of Material
- C3.4.20: Additional Requirements
- C3.4.21: Variations and Additions

### **C3.4 Construction**

#### **C3.4.1 Applicable Standardised Specifications**

The project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of quantities or the drawings, the projects specifications shall take precedence.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

#### **C3.4.2 Drawings**

Building plan required in this project.

#### **C3.4.3 Applicable Particular Specification**

The following Particular Specification is bound into the document (or information is given as to where they are available) and shall apply:

##### **a) Health and Safety Requirements**

A pre-construction health & safety specification has been compiled as required by the Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003).

The specification is incorporated in this document in Section 3.6: Annexes.

#### **C3.4.4 Site Facilities Available**

##### **a) Location of Camp Site**

The location of the Contractor's camp including the material storage areas will be on the site of the Works and will be subject to the Employer's approval.

##### **b) Power Supply and other services**

T1.

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

**c) Housing for Contractor's employees**

Other than the security personnel employed in terms of the Contract no housing on site shall be allowed.

**d) Ablution Facilities**

The Contractor shall make his own arrangements for site ablution facilities at a rate of one toilet per fifteen workmen and shall furthermore be responsible for all costs involved with the removal of night soil.

**C3.4.5 Site Facilities Required (Employer`s Representative)**

**a) Facilities for Employer`s Representative**

No housing is required for Employer`s Representative. Facilities required for use by the Employer`s Representative site staff are itemised in the Bill of Quantities

**b) Telephone**

No telephone to be provided for use by Employer`s representative.

**c) Site instruction book**

A triplicate book shall be supplied by the Contractor to be used for site instructions and shall be available on site at all times.

**C3.4.6 Contractor Site Facilities**

**a) Camp Site**

The contractor shall make all arrangements of whatsoever nature, for the establishment of his construction camp, offices, stores and workshops on the site. He shall conclude all negotiations with landowners or local authorities with regard to acquisition of land for such camps etc. for the duration of the contract period and hereby indemnify the Employer from any action that might arise as a result of his negotiations.

**b) Sanitary Arrangements**

The Contractor shall exercise strict control over sanitary arrangements to avoid nuisance and complaints from the public. The Contractor shall make his own arrangements with the responsible local authority regarding the disposal of refuse, and must allow for all costs in the tendered rates.

**c) Water Supply**

The Contractor shall make all his own arrangements for the supply of potable water.

The Contractor shall at his own expense provide, lay, install, connect up and maintain in good condition from the point of supply, all piping, fittings, cables conductors and other equipment used by him in connection with the contract works. All such installations shall comply with the relevant regulations and shall be maintained to the approval of the Local Authority and the Employer's Representative.

**d) Removal of Contractor's Temporary Services**

The Contractor shall be responsible for recording on a plan of the works, the position of any pipes, cables, etc.; he may lay for the purpose of this contract and shall be responsible for the removal thereof when the works are complete.

**C3.4.7 Existing Services**

The Contractor shall be responsible to locate and safeguard any existing service he may encounter during construction. The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required following damages due to the Contractor's negligence.

The Contractor shall be responsible for immediately notifying the Employer's Representative and the authorities concerned regarding any damage caused to public services and existing works.

Any alternations to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

**C3.4.8 Minimal disturbance to environment**

The site and surroundings is to be kept clean from building rubble, waste etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire-hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

#### **C3.4.9 Site maintenance**

During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

#### **C3.4.10 Spoil Material**

No indiscriminate spoiling of material on site or elsewhere will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the Contractor and approved by the Employer's Representative. Such site shall meet with the approval of the local authority within whose area it falls and the spoiling shall comply with all the statutory and municipal regulations.

#### **C3.4.11 Testing and quality control**

The Contractor shall engage the services of an approved and independent testing laboratory for the testing of materials and the quality testing of layerworks to ensure that his work conforms to the specifications.

No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

The results of all tests performed during the course of the Contract will be made available to the Employer's Representative as soon as these become available. No payment certificate will be accepted without test Results where applicable.

#### **C3.4.12 Samples**

The Contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Employer's Representative reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

#### **C3.4.13 Proprietary Materials**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Representative.

#### **C3.4.14 Manufacturer's Instructions**

T1.

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Employer's Representative.

#### **C3.4.15      Setting Out of Work**

Reference and level beacons will be shown to the Contractor by the Employer's representative at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Employer's representative. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Employer's representative. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Employer's representative and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Employer's representative for this work. Any assistance, including checking given to the Contractor by the Employer or any setting out done by the Employer's Representative for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments, and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of Employer's Representative. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by Employer and when otherwise necessary.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

#### **C3.4.16      Notices, Signs, Barricades and Advertisements**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the Works and the public.

The Employer`s Representative shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

#### **C3.4.17 Construction in Limited Areas**

It may be necessary for the Contractor to work within confined areas. Except at structures, no additional payment will be made as described for "restricted areas" of the standard specifications. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

#### **C3.4.18 Length of Trenches**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Employer`s Representative, not more than 20 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open outside of working hours unless suitably protected and safeguarded and so approved by the Employer`s Representative.

#### **C3.4.19 Transport of Material**

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

### **1. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

#### **B1202: SERVICES**

Substitute "The contractor will be introduced to known services" in the fourth paragraph with "The contractor shall be liable for all costs and subsequent costs arising from the damage cause by him to known services."

The contractor has an obligation to locate existing services over and above what has been shown. Damaged services must be restored within 24 hours. There will be no additional payment on this regard.

Add the following:

“The contractor shall give the Employer`s Representative at least one week`s notice before the exposing of any service may be commenced with. Notwithstanding the above, the contractor may not commence with the exposing of any service before the approval of the engineer has been given to him”.

#### **B1204: PROGRAMME OF WORK**

Insert the following at the end of the first paragraph:

Once approved by the Employer`s Representative in writing, this programme shall be known as the Contract Programme. The Contractor shall take such steps as are necessary at all times to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the Tender and/or as extended by the Employer`s Representative in writing."

The programme shall be updated monthly in accordance with the progress made by the Contractor. The critical path must be clearly indicated.

It is in the Contractor's interest to give as much information as soon as possible about times allowed for construction as well as resource or other limitations on programme times, since his programme will form the basis for any contractual negotiations concerning extensions of time once the contract has commenced.

Failure to comply with these requirements entitles the Employer`s Representative to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Add the following to the end of this subclause:

"Should the Employer`s Representative require a revision to the Contract Programme for whatever reason, two paper prints of the Contract Programme, or revision thereof, shall accompany each approval request.

The Contractor shall not be entitled to any payment of cost incurred with respect to revisions or amendments of his Contract Programme."

Add the following additional subclause:

- c) Reporting must be specific to both monthly and accumulative information by the 26<sup>th</sup> of each month.

The Contractor shall submit to the Employer`s Representative before each Monthly Site Meeting which is to be held 2 working days before month end.

Monthly Progress Report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the Monthly Site Meeting. This shall be in the form of a detailed narrative supplementing the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have been or will be taken (e.g.) reprogramming, additional plant and/or labour resources, etc) to ensure that the specified date of completion is not overrun.
- (iii) Status report for all plant employed on site.
- (iv) Detailed Status report of all labour resources employed on site.
- (v) Status report of all material on site.
- (vi) Payment certificate status quo
- (vii) Accident/incident report
- (viii) Summary of contractual dates
- (ix) Site instructions issued
- (x) OHS report (compliance to the plan)
- (xi) EMP implementation report
- (xii) Delays

#### **B1205: WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The cost of quality control tests done by the Employer`s Representative during the course of the contract will be for the employer`s account. The Employer`s Representative however reserves the right to let the contractor pay for failed tests.”

#### **B1206: THE SETTING-OUT OF WORK**

Substitute the first sentence of the second paragraph with the following:

“The contractor shall, within a period of fourteen (14) days or such longer period as may be permitted by the Employer`s Representative, after receipt of the full particulars, check all beacons, reference marks, etc. and any discrepancy shall immediately be reported in writing to the Employer`s Representative.”

#### **B1210: CERTIFICATE OF COMPLETION OF THE WORKS**

The Works shall be completed within a period of six months after receipt in writing of the order issued in terms of relevant clause of the General Conditions of Contract.

The maintenance period of three (3) months required for this contract will be calculated from the date of completion of all the works to the satisfaction of the Employer`s Representative in terms of relevant clause of the General Conditions of Contract 2015 Third Edition.

During this period, all the works are to be in good condition equivalent to the quality approved from the date of completion. Final completion certificate and retention will not be released prior to rectification of all snags. From the date of issuing final snag list, the contractor has seven calendar days to confirm his program for the identified snags wherein no deviations will be accepted thereafter.

This program will be approved by the Employer`s Representative. Failure to meet the target dates will lead to the notice of intention to terminate and termination where applicable.

### **B1226: MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS**

Substitute the last two sentences with the following:

"Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by Employer`s Representative, whichever may be applicable."

### **B1230: ENVIRONMENTAL IMPACT CONTROL**

Add the following additional clause after clause 1229.

#### **"B1230: Environmental Impact Control**

In addition to aspects of design which are intended to avoid or reduce environmental impact, and also in addition to normal good construction practices expected of the Contractor, the following shall be observed and unless otherwise specified, no separate payment will be made for observing these requirements.

##### **(a) Restriction of working areas**

Working areas are defined as those areas reasonably required by the Contractor to construct the contract as agreed with Employer`s Representative. These shall generally be restricted to within the road reserve but where this is not possible they shall be kept to a minimum in order to minimise damage to areas outside the road reserve. Where designated working areas require rehabilitation this shall be paid for.

##### **(b) Protection of fauna and flora**

No trees or shrubs shall be removed from the site unless so instructed by Employer`s Representative in the interest of the road and road safety.

No vegetation inside the site, natural or planted, shall be disturbed unless directly required to execute the work.

(c) Dust Control

The Contractor shall take appropriate measures to minimise the generation of dust as a result of the works, operations and activities to the satisfaction of Employer`s Representative.

No additional payment will be made for such measures and the Contractor shall allow for them in his tendered rates.

(d) Refuse

The Contractor shall be responsible for the establishment of a refuse control system that is acceptable to Employer`s Representative.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse bins shall be litter-proof of a design approved by Employer`s Representative, e.g. 210 litre oil drum with suitable lid all painted bright yellow.

Refuse collected must be disposed of only at a site(s) approved by Employer`s Representative and Local Authority.

The Contractor shall provide labourers to clean up the Contractor's camp and working area at least once a week.

(e) Toilets

The Contractor shall provide suitable sanitary arrangements at his camps, offices, workshops and construction sites for his staff. A minimum of one toilet shall be provided per 15 persons at each working area. If outside toilets are provided, they shall be of a neat construction and shall be provided with doors and locks and shall be secured to prevent them blowing over. Sanitary arrangements shall be to the satisfaction of Employer`s Representative and the local authorities.

The Contractor shall be responsible for providing all sanitary services for himself, Employer`s Representative supervisory staff and subcontractors. The Contractor shall keep the toilets in a clean, neat and hygienic condition.

**2. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1303: PAYMENT**

Item .....Unit

b) In paragraph (2) substitute

"excluding contingencies and price adjustments in terms of clause 49 of the general conditions of contract" with "excluding any payment made under payment item B13.01, contingencies and price adjustments in terms of relevant clause of the general conditions of contract."

The unit of measurement for the employment of CLO shall be the months worked on the project by CLO at a rate agreed by both the Client and the Contractor.

The tendered rate shall include full compensation of the Contractor's finance charges and profits.

**B13.03: Compilation of Health and Safety Plan.....Sum**

The unit of measurement for the compilation of Health and Safety plan in accordance with applicable legislations shall be sum of cost incurred by the Contractor in preparation of such document and implementation of it thereafter.

The tendered rate shall include full compensation for all work necessary for the preparation of such document and implementation thereafter. This document and appointments in accordance with applicable legislation should be approved by the Municipality before any payment under this Item can be effected.

**3. SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S REPRESENTATIVE AND SITE PERSONNEL**

**B1402: OFFICES AND LABORATORIES**

Add "Contractor's office to have safety file, EMP file, site instruction book, table with surrounding 12 chairs and first aid box at all times".

a) General

Delete "and where required" in the sixth line of the seventh paragraph.

b) Offices

Substitute the first sentence of the first paragraph with the following:

"The type of office shall be as follows:

a) Employer's Representative office:

The office shall serve as both the Contractor's office and the conference room and shall have a minimum floor area of 30 m2.

b) Ablution units

Substitute "with the details shown on the drawings" in the first paragraph with "with the requirements of the authorities concerned".

- c) Contractor`s office to have a safety files, EM file, site instruction book, a table with surrounding 12 chairs and a First Aid Kit.

**5. SECTION 1600: OVERHAUL**

**DEFINITIONS**

- (a) Overhaul material

Add the following:

"Material from commercial sources or from sources of which the locating there-of is the Contractor's responsibility shall not be classified as overhaul material."

- (b) Overhaul

Add the following:

"An unlimited overhaul shall be applicable to all material from commercial sources or to material from sources of which the locating there-of is the Contractor's responsibility".

**EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**

- a) Depth of excavation

Add the following to the second paragraph:

"The positions and levels as specified may be changed by the Employer`s Representative to suit conditions on site and the Contractor shall not start with any excavation before approval has been obtained from Employer`s Representative.

**B2218: MEASUREMENT AND PAYMENT**

Item..... Unit  
**B22.01: Excavation ..... cubic metre (m3)**

Substitute "the disposal of excavated material unsuitable for backfilling" in the fifth paragraph with "the disposal of surplus material and/or material unsuitable for backfilling".

**B22.07: Cast in-situ concrete and formwork**

Add the following:

"Apron slabs and cut-off walls shall be measured and paid for under

Item.....T1..... Unit

**SECTION 3402: MATERIALS**

- i. The Contractor must identify a suitable water source.
- ii. A density of 95% Mod. AASHTO must be obtained.

**METHOD**

Never mix concrete on the road surface.

## **C3.5 Management**

### **Contents**

C3.5.1	Construction Programme and Methods
C3.5.2	Features Requiring Special Attention
C3.5.3	Workmanship and Quality Control
C3.5.4	Liaison with Local Authorities

### **C3.5.1 Construction Programme & Methods**

#### **a) Time for Completion and Programme**

The Works shall be completed within 6 months, which period includes the normal days of inclement weather (as specified in Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

The Contractor will be required to develop and maintain for the full duration of the contract, a Works Programme, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by Employer`s Representative in writing. The approved programme will serve as the basis for contractual dates.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and in compiling of a Construction Programme. Only proven delays will be accepted with regards to extension of time.

#### **b) Construction Programme**

The Contractor must submit his Construction Programme within the time stated in the Appendix to the Tender. The programme is subject to Employer`s Representative approval and remains so for the duration of the Contract.

This programme shall be in the form of a Gant/ bar chart or other time/activity form acceptable to Employer`s Representative.

The unit of measurement in respect of the time periods of activities will be weeks.

The programme shall reflect at least the following information:

- (i) A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
- (ii) The programmed time for executing each activity.
- (iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.

- (iv) The critical path of activities on which final completion of the Works is dependent.
- (v) The amount of slack time for non-critical activities.

The following details shall also accompany the programme:

- (i) Proposed number of working hours per day, working days per week, "pay weekends" (if any), and any proposed holiday or other shut down periods.
- (ii) Schedule of proposed labour resources (giving a breakdown of technicians, supervisions, artisans, skilled and unskilled labour) for each major activity.
- (iii) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.

If during the course of the Contract the progress of work falls behind 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 being notified by Employer`s Representative submit a revised programme.

If the programme has to be revised by reason of the Contractor`s fault, there will be no additional payment for P&G. 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 for Completion as defined in the General Conditions of Contract, taking extension of time granted into account. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in relevant clause of the General Conditions of Contract.

The approval by Employer`s Representative of any programme shall have no contractual significance other than that Employer`s Representative 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 of Employer`s Representative to instruct the Contractor to vary the programme should circumstances make this necessary.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since this programme will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Employer`s Representative to use a programme based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

**Once approved by the Employer's representative in writing, this programme shall be part of the Contract documentation**

Programme and shall be revised only as described below. Minor revisions to the Contract Programme may be introduced from time to time by mutual agreement between the Contractor and the Employer's representative. Should the Employer's Representative require a major revision to the Contract Programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Employer's Representative within one week of receipt of such notification.

If a revised programme is issued, the effect on the initial critical path must be clearly indicated by Employer's Representative as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to Employer's Representative, at each monthly site meeting to be held 2 working days before month end, one paper print of the Contract Programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

**c) Reporting**

The Contractor shall submit to Employer's Representative at least four days before each monthly site meeting a monthly progress report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (eg reprogramming, additional plant and/or labour resources, etc) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant utilised on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered.

**d) Methods**

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered.

The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

### **C3.5.2 Features Requiring Special Attention**

#### **a) Dealing with Water**

The Contractor is responsible for the control of water from adjoining areas, the site underground water seepage. No additional payment will be made in this regard and the costs involved in complying with this Clause will be deemed to be included in the various tendered rates.

#### **b) Survey Beacons**

Benchmarks with levels and coordinates will be placed on site at commencement of the Works and formally handed over to the Contractor.

#### **c) Record Drawings**

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Any information in the possession of the Contractor which is necessary for Employer`s Representative to complete his "as-built" drawings must be submitted to the Employer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Employer`s Representative will supply any figured dimensions which may have been omitted from the drawings.

#### **d) Safety**

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked.

### **C3.5.3 Workmanship and Quality Control**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to Employer`s Representative for examination, the Contractor shall furnish the Employer`s Representative with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

#### **C3.5.4 Liaison with Local Authorities (if applicable)**

The Contractor will have to liaise with Local Authorities regarding the following matters:

- (i) Locating existing underground services (including application for all necessary work permits and Way leaves).
- (ii) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his Programme of Work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed. The Employer`s Representative must immediately be notified should the Contractor experience any problem regarding work which involves a Local Authority.

**NTABANKULU LOCAL MUNICIPALITY**

**BID NO: NLM/TS/RACRCH/2025/2026  
CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**C3.6 Annexes**

**CONTENTS**

Health and Safety Requirements

Annexure A: Health and Safety Specification

Annexure B: Assignment of Contractor's Responsible Persons

Annexure C: General Compliance Requirements

**HEALTH AND SAFETY REQUIREMENTS**

**1. INTRODUCTION AND BACKGROUND**

**1.1 Background to the Health and Safety Specification (also termed This Specification)**

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

**1.2 Purpose of the Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85 of 1993 and the now promulgated Construction Regulations (July 2003) in order to prevent or as far as possible, reduce incidents and injuries.

This specification shall act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The Health & Safety Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

### **1.3 Implementation of the Health and Safety Specification**

This Health & Safety Specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his project-specific construction phase health & safety plan. The Principal Contractor must forward a copy of this specification to all Contractors at their bidding stage so that they can prepare health & safety plans relating to their operations.

## **2. HEALTH AND SAFETY SPECIFICATION**

### **2.1 Scope**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on BID NO:  
NLM/TS/RACRCH/2025/2026:

#### **CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The Health & Safety Specification also makes provision for the protection of those persons other than employees.

### **2.2 Interpretations**

#### ***Application***

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation as noted previously.

#### ***Definitions***

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

### **2.3 Minimum Administrative Requirements**

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

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Contractor's health & safety file on site.

### ***Assignment of the Contractor's Responsible Persons to Supervise Health and Safety on Site***

The Contractor shall make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2003), prior to commencement of work.

### ***Competence of the Contractor's Appointed Competent Persons***

The Contractor's competent persons for the various risk management portfolios must fulfil the criteria as stipulated under the definition of "Competent" in accordance with the Construction Regulations (July 2003).

### ***Compensation for Occupational Injuries and Diseases Act 130 of 1993***

The Contractor shall have in his possession a letter of good standing with his Compensation assessor as proof of registration. **Contractors shall hold proof of workman's compensation assurance Registration in the form of a letter of good standing and forward a copy to the Employer's Representative.**

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

The Contractor shall submit a Health and Safety Policy signed by his Chief Executive Officer. The Policy should outline the Employer's objectives as well as how they will be achieved and implemented by Employer's Representative.

### ***Health and Safety Organogram***

The Contractor shall prepare an organogram, outlining the site management health & safety structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are any changes in the Site Management Structure.

### ***Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment***

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include:

a) A list of hazards identified as well as potentially hazardous tasks;

T1.

- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe work procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessments as the risks change.

The Contractor shall inform, instruct and train his workers regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks to the Contractor at least weekly.

The Contractor shall be responsible for ensuring that all persons who could be negatively affected by his operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (toolbox talk strategy to be implemented). The Contractor must conduct risk assessments specific to his operations and forward a copy to Employer's Representative. The Contractor when required must report on the status of these risk assessments.

#### ***Health and Safety Representative(s)***

The Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointments must be in writing.

The Health and Safety Representatives shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings. Health & Safety representatives are required as soon as an Employer has 20 or more employees on site (one for the first 20 employees, another for the next 30 and one more for every 50 or part thereof employees thereafter).

#### ***Health and Safety Committees***

The Contractor shall ensure that project health and safety committee meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Contractor's Responsible Person (Section 16(2) person or CR 6(1) person), in accordance with the OHS Act 85 of 1993. Minutes of their meetings shall be kept on record and shall always accessible to the Employer's Representative or any other authorised representative.

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

##### Induction

The Contractor shall ensure that all site personnel and undergo a site-specific health & safety induction training session before they start work. A record of attendance shall be kept in the health & safety file. A suitable venue must be available to house this training.

### Awareness

The Contractor shall ensure that, on site, periodic toolbox health & safety talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement and submit proof to Employer`s Representative.

### Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control or carry out. This will have to be assessed on a regular basis e.g. training, evaluation, periodic audits by the Client, progress meetings, etc. The Contractor is responsible to ensure that competent persons are appointed to carry out construction work.

### ***General Record Keeping***

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The Contractor shall ensure that all records of incidents/accidents, emergency procedures training, inspections, audits, etc. are kept in a health & safety file held in the site office (the file must include the Contractor's health & safety plan).

### ***Health & Safety Audits, Monitoring and Reporting***

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Contractor is obligated to conduct similar audits at least monthly on all Contractors appointed by it and keep audit reports in his health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, made available on request.

### ***Emergency Procedures***

The Contractor must prepare a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

\_ List of key competent personnel;

T1.

- \_ Details of emergency services;
- \_ Actions or steps to be taken in the event of the specific types of emergencies; and
- \_ Information on any hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to: fire, chemical spills; injury to employees; damage to material/equipment/plant; use of hazardous substances; bomb threats; major incidents/accidents; etc. The Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

All media and other interest parties must be directed to the Client.

#### ***First Aid Boxes and First Aid Equipment***

The Contractor shall appoint first Aider(s) in writing. The appointed First Aider(s) must be certificated.

Copies of valid certificates are to be kept on site. The Contractor must supply at least one fully stocked first aid box. All Contractors with more than 5 employees shall supply their own first aid box.

Contractors with more than 10 employees shall have their own trained, certified first aider on site at all times.

#### ***Accident/Incident Reporting and Investigation***

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Contractor must stipulate in his health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Contractor must investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries at least monthly.

Contractors must investigate injuries and accidents involving their employees and forward a copy of the investigation report to Employer`s Representative forthwith. The Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly including man-hours worked for the month as well as the cumulative total.

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

The Contractor shall immediately notify the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

#### ***Personal Protective Equipment (PPE) and Clothing***

The Contractor shall ensure that all site workers are issued and wear the correct and approved personal protection equipment (PPE). The Contractor shall make provision and keep adequate quantities of SANS approved PPE on site at all times according to the risk assessments. The Contractor shall clearly outline procedures to be taken when PPE or clothing is:

- \_ Lost or stolen;
- \_ Worn out or damage.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore carry their own PPE.

Every Contractor is responsible for supplying the necessary PPE to his own employees. Labour Only Contractors appointed by the Contractor become the responsibility of the Contractor

### ***Occupational Health and Safety (OHS) Signage***

The Contractor must provide adequate on-site OHS signage, including but not limited to: "No Unauthorised Entry", "Report To Site Office", "Site Office", "Beware Of Overhead Work", "Hard Hat Area".

Signage must be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair.

### ***Permits***

Permits may include (but not limited to) the following:

- walkways
- The securing of any permits in terms of the above will be the responsibility of the Contractor.

### ***Contractors and Sub-contractors***

The Contractor shall ensure that all Contractors appointed by it comply with this Specification, the OHS Act 85 of 1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "Sub-contractors", shall mutatis mutandis ensure compliance as if it was the Contractor.

### ***Public and Site Visitor Health & Safety***

The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only health & safety measures taken. T1.

Both the Client and the Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The extent of the site must be suitably displayed at all times with a limited number of access points which must be controlled to ensure safe access and egress. The access points must have adequate notices displayed (see items 2.3.18).

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. As per the Construction Regulations, a record of these "inductions" must be kept on site (attendance register)

### ***Night Work (Before and After Hours)***

The Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

### ***Transport of Workers***

The Contractor shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment.
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in LDV's (bakkies) unless they are closed/covered and have the correct number of seats for the passengers.

### ***Construction Health & Safety Officer***

A part time construction health & safety officer (in terms of Construction Regulation 6.6) will be required.

This should include at least one audit per month of the Contractor's activities. Apart from these audits, the Contractor must audit his health & safety plans, health & safety files and physical site conditions at least monthly, keeping the audit records in his health & safety file on site.

### ***Penalties***

Penalties may be imposed for ongoing non-compliance with the provisions of the Client's Health & Safety Specification and the Contractor's health & safety plan. The penalty procedure shall consist of a

written warning with a compliance time frame. Failure to comply within the time frame stipulated will result in a R1 000 penalty per non-compliance item per day that the non-compliance persists.

## 2.4 Physical Requirements

The Contractor shall make provision in his tender for safeguarding of any excavations/trenches as per this specification. Excavations and trenches deeper than 0.5m must either be shored or battered back to a safe angle unless a competent person deems the excavation or trench to be safe (permission must be given in writing). Where any uncertainty exists, the decision of a professional engineer or professional technologist competent in excavation work will be decisive

The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record of these inspections is kept;
- b) Safe work procedures have been communicated to the workers.
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- d) Safe access is provided;
- e) No load, material, plant or equipment is place or moved near the edge of any excavation or trench;
- f) The requirements as per Section 11 of the Construction Regulations are adhered to.

## 2.5 Plant and Machinery

### ***Construction Plant***

"Construction Plant" includes all types of plant including but not limited to TLBs, compactors, concrete mixers, construction vehicles, and all lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Contractor shall inspect and keep records of inspections and load tests of the construction plant used on site. Only authorised/competent persons may use machinery and the proper supervision must be provided.

### ***Vessels under Pressure (VuP) and Gas Bottles***

The Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- \_ Providing competency and awareness training to the operators;
- \_ Providing PPE or clothing;
- \_ Inspect equipment regularly and keep records of inspections;

- \_ Providing appropriate fire fighting equipment (Fire Extinguishers) on hand;
- \_ Oxygen and acetylene bottles must be secured in an upright position and must not show signs of corrosion or damage.

### ***Fire Extinguishers and Fire Equipment***

The Contractor shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever hot work is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

### ***Hired Plant and Machinery***

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file.

### ***Scaffolding/Working in elevated positions***

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. All scaffolding must comply with the requirements of SANS 085-2000.

Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Contractor must keep all scaffold inspection registers on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include a risk assessment and method statements/safe work procedures. All persons working in elevated positions must be evaluated for physical and psychological fitness. All persons working in elevated positions must be trained and records of this training must be kept on site. All opening, edges, and the like must be adequately guarded.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold.

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the purpose and they must be properly maintained. Workers must be trained into the use and maintenance of the fall prevention and arrest equipment/devices.

All scaffolding platforms above 1.5m from the ground must be complete with guard rails and toe boards and must be fully boarded as per the requirements of general purpose scaffold platforms (5-board platforms). Mobile scaffolds may not exceed 3 x their minimum base width in height and must be adequately boarded as per their loading requirement (no less than 3-board wide). Mobile scaffolds and static frame towers must be erected as per the manufactures requirements (copies of these erection specifications/data sheets must be available on site).

### ***Lifting Machines***

The Contractor shall ensure that lifting machinery is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- \_ All lifting machinery has a safe working load clearly indicated;
- \_ Regular inspection and servicing is carried out;
- \_ Records are kept of inspections and of service certificates;
- \_ There is proper supervision in terms of guiding the loads that includes a trained banksman;
- \_ To direct lifting operations and check lifting tackle;
- \_ Load test certificates are kept in the health & safety file;
- \_ The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

### ***Ladders and Ladder Work***

The Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

### ***General Machinery***

The Contractor must ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

### ***Electrical Installations and Portable Electrical Tools***

The Client must ensure that the Contractor is made aware of the positions of all electrical power lines. The Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Contractor shall carry a copy of the Certificate of Compliance for his electrical power supply. All temporary electrical installations must be inspected at least weekly. Portable electrical tools and equipment must be visually inspected daily with inspection records kept monthly. Records of these inspections must be kept on site.

## **2.6 Occupational Health**

### ***Occupational Health***

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure these hazards. Prevent inhalation, ingestion, absorption and noise induction.

### ***Welfare Facilities***

The Contractor must supply sufficient toilets (1 toilet per 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provide. Waste bins must be strategically place and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belonging and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas.

### ***Alcohol and other Drugs***

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back

the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Superior concerned and a copy of the disciplinary action must be forwarded to the Contractor for his records.

### **ANNEXURE A**

#### **HEALTH AND SAFETY SPECIFICATION (HSS)**

The Contractor must submit compliance with Annexure A within **one working week (5 working days)** of receiving the Order to Commence

<b>HSS ITEM NO.</b>	<b>REQUIREMENTS</b>	<b>SUBMISSION DATE</b>
2.3.1	Health and Safety Plan	With tender document submission
2.3.2	Notification of intention	Before commencement on site
2.3.3	Assignment of Responsible Persons to Supervise Construction Work	Before commencement on site
2.3.4	Competence of Responsible Persons	Together with Health and Safety Plan
2.3.5	Compensation of Occupational Injuries and Diseases – proof of registration	Together with Health and Safety Plan
2.3.6	Occupational Health and Safety Policy	Together with Health and Safety Plan
2.3.7	Health and Safety Organogram	Together with Health and Safety Plan

2.3.8	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Together with Health & Safety Plan
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## ANNEXURE B

### ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

The Contractor shall make the following appointments: (further appointments could become necessary as the project progresses). Resource scheduling and visit are critical if not full-time on site.

ITEM	APPOINTMENT	REQUIREMENT
B1	Authorised delegated person	A competent person to assist with the onsite H & S overall responsibility – Contractor's Responsible Person
B2	Construction Work Supervisor	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
B3	Subordinate Construction Work Supervisors	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
B4	Health & Safety Representative(s)	A competent person(s) to inspect H & S in reference to plant, machinery and Health & Safety persons in the workplace.
B5	Incident Investigator A	A competent person to investigate incidents/ accidents on site and could be: <ul style="list-style-type: none"> <li>- The employer</li> <li>- H &amp; S Representative</li> <li>- Designated person</li> <li>- Member of the H &amp; S</li> <li>- Committee</li> </ul>

B6	Risk assessment co-ordinator	A competent person to co-ordinate all risk assessments on behalf of the Contractor.
B7	Fall protection plan co-ordinator	A competent person to prepare and amend the fall protection plan.
B8	First Aiders	A qualified person top address all on site first aid cases.
B9	Excavation Inspector	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
B10	Ladder Inspector	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record
B11	Temporary electrical installations inspector	A competent person to control all temporary electrical installations.
B12	Construction Safety Officer	A competent person to fulfil the functions as set out in 2.3.24 of the HSS.

### ANNEXURE C

#### GENERAL COMPLIANCE REQUIREMENTS

The Contractor shall comply with but not be limited to the following requirements. Report in writing on these to the Client at progress meetings or at least monthly which ever is sooner.

ITEM	WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT AND DATE
C1	Construction-phase Health & Safety Plan	Monthly review	Contractor to report on status of health & safety plans – monthly	T1.

C2	Health & Safety File	Open file when construction begins and maintain throughout	Have file on hand at meetings. Contractors to report on their file at monthly health & safety meetings	
C3	OHS Act and Relevant Regulations	Monthly review	To be kept in the health & safety file on site	
C4	Induction Training	Every worker before he/she starts before	Attendance registers to be kept.	
C5	Awareness Training (Toolbox talks)	At least weekly	Attendance registers to be kept.	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept.	
C7	Health & Safety Rooms	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations</li> <li>• Non conformances by employees &amp; Contractors</li> <li>• Internal &amp; External H &amp; S audit reports</li> </ul>	
C8	Emergency procedures	Monthly evaluation of procedure	Table procedure in writing as well as telephone numbers	
C9	Risk assessments	Updated and signed off at least monthly	Documented risk assessments	
C10	Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) reviewed and signed off	
C11	General Inspections	Daily and weekly	Report OHS Act compliance: <ul style="list-style-type: none"> <li>- Excavations</li> <li>- Portable electrical tools</li> <li>- Temporary electrical installations</li> <li>- Materials hoist</li> </ul>	
C12	General Inspections	Monthly	Ladders	
C13	General Inspections	3-monthly	<ul style="list-style-type: none"> <li>- Lifting tackle</li> <li>- Oxy-acetylene cutting &amp; welding sets</li> </ul>	T1.

Contract No.:  
NLM/TS/RACRCH/2025/2026 construction  
of Rhwantsana community Hall in ward 4

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			- Fall prevention and arrest Equipment	
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**NTABANKULU LOCAL MUNICIPALITY**

**BID NO.: NLM/TS/RACRCH/2025/2026  
CONSTRUCTION OF RHWANTSANA COMMUNITY HALL**

**Part C4 : Site Information**

The documentation included in this section describes the site as at the time of tendering to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings have been Included in this section and interpretation is a matter for the tenderers.

1 .Description of the works

T1.

The description of the works shall inter alia contain the following particulars regarding the work to be undertaken under the contract.

Construction of Fenced Community Hall with related ablution facilities

2. Reports obtained by the Employer concerning the physical conditions within the site or its Surroundings, including mapping, hydro-graphic data and hydrological investigation.

Nil

3. Reference to publicly available information about the site and its surroundings such as published Papers and interpretations of the geotechnical investigation.

Nil

4. Information about piped and other services below the surface of the site for contracts involving Ground works and about hook-up and boundary details for contracts with plant interfaces, In addition to anything about the physical site which impacts upon the contract.

Nil

5. Information about adjacent buildings and structures and about existing buildings and structures on the site (Restrictions for heavy loads etc).

Nil

6. Atmospheric and Environmental criteria

Nil

**C3.7 MBD FORMS**

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

*MBD 3.1*

**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
Closing Time .....	Closing Date

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

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			R .....

**\*\* (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.**  
**\*Delete if not applicable**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.  
.....

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.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

**CERTIFICATION**

I, (NAME)

\_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**NTABANKULU LOCAL MUNICIPALITY**  
**PREFERENCE POINTS CLAIM FORM IN TERMS OF**  
**THE PREFERENTIAL PROCUREMENT**  
**REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AS WELL AS THE APPLICABLE PROVISIONS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE MUNICIPALITY.**

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**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

**1.2** The value of this bid is estimated to less than R1 000 000 (all applicable taxes included) and, therefore, the **80/20** system shall be applicable.

**1.3** Preference points for this bid shall be awarded for:

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

**1.3.1** The maximum points for this bid are allocated as follows:

<b><u>POINTS</u></b>	
<b>1.3.1.1</b>	<b><u>PRICE 80</u></b>
<b>1.3.1.2</b>	<b><u>SPECIFIC GOALS 20</u></b>
<b>Total points for Price and Specific must not exceed</b>	<b>100</b>

**1.4** The purchaser, being the Municipality of Ntabankulu or any agency, body or the like established by it, reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser. T1.

## **2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;

- 2.16** “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17** “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18** “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 2.1** The bidder obtaining the highest number of total points will be awarded the contract.
- 2.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3** Points scored must be rounded off to the nearest 2 decimal places.
- 2.4** In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific Goals.
- 2.5** However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific Goals, the successful bid will be the one scoring the highest score for functionality.
- 2.6** Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **3. POINTS AWARDED FOR PRICE**

#### **3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$P_s = \frac{80}{20} \left( \frac{P_t - P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad \frac{90}{10} \left( \frac{P_t - P_{\min}}{P_t - P_{\min}} \right)$$
$$80 \left( 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad 90 \left( 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**4. Points awarded for Specific Goals**

**4.1 Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by ≥ 50% black people	4	
Business owned by 0% ≤ and < 50% black people	1	
Business owned by ≥ 50% women	3	
Business owned by 0% ≤ & < 50% women	1	
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)	5	
Business owned by 0% ≤ and < 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	

**5. SUB-CONTRACTING**

**5.1** Will any portion of the contract be sub-contracted?  YES/  (delete which is not applicable)

**5.1.1** If yes, indicate:

(i) what percentage of the contract will be subcontracted? \_\_\_\_\_%. T1.

- (ii) the name of the sub-contractor? \_\_\_\_\_.
- (iii) the Specific goals points of the sub-contractor? \_\_\_\_\_.
- (iv) whether the sub-contractor is an EME?  YES /  (delete which is not applicable)

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

**6.1** Name of company/firm : \_\_\_\_\_

**6.2** VAT registration number : \_\_\_\_\_

**6.3** Company registration number \_\_\_\_\_

**6.4** TYPE OF COMPANY/ FIRM

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

**6.5** DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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**6.6** COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Other service providers, e.g. transporter, etc. (TICK APPLICABLE BOX)

**6.7** TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS? \_\_\_\_

**6.8** I/we, the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser, being the NTABANKULU LOCAL MUNICIPALITY, may, in addition to any other remedy it may have -
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

7. **WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/20\_\_\_\_

ADDRESS: \_\_\_\_\_

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

Contract No.:  
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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 DEECLARATION 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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

*Contract No.:*  
*NLM/TS/RACRCH/2025/2026 construction*  
*of Rhwantsana community Hall in ward 4*

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