



# NAMA KHOI MUNICIPALITY

## UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

Tender Amount: .....

Tenderer: .....

Completion Period: .....Wks

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OCTOBER 2026

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### CLIENT



#### NAMA KHOI MUNICIPALITY

Contact person: Mrs. R.P.S. Sebela (Acting MM)  
Private Bag X22  
**SPRINGBOK**, 8240  
South Africa  
Telephone: +27 (0)27 718 8100  
Facsimile: +27 (0)27 712 1635

### ENGINEER



#### RIBICON CONSULTING GROUP PTY LTD

Contact person: Mr C Rhodes  
7 Koperberg Street, P O Box 787  
**SPRINGBOK**, 8240  
South Africa  
Telephone: +27 (0)27 718 2233  
Facsimile: +27 (0)27 718 2234

## NAMA KHOI MUNICIPALITY

### UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

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**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**PART T1: TENDERING PROCEDURES**

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

**T1.2 Tender Data**

**NOT FOR SUBMISSION PURPOSES**

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

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

**NOT FOR SUBMISSION PURPOSES**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                    | <b>NAMA KHOI LOCAL MUNICIPALITY</b>                                                                                                                                                                                                                                                                                                                                                              |                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                    | <b>TENDER NOTICE AND INVITATION TO TENDER</b>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                    | <b>ADVERTISED ON:</b>                                                                                                                                                                                                                                                                                                                                                                            | <b>MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER; CIDB i-Tender; PLATTELANDER</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                    | <b>NOTICE NO:</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>BID/NC062/06/2026-2027</b>                                                                             |
| <b>Tenders are hereby invited for:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                    | <b>UPGRADING OF MATJIESKLOOF SPORT FACILITY</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| <b>PUBLISHED DATE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>02 October 2026</b>                                                                                                                                                                                                                                                                                                                             | <b>CLOSING DATE:</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>16 OCTOBER 2026 @ 12H00</b>                                                                            |
| <b>CLOSING TIME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Formal tenders sealed and clearly marked " <b>BID/NC062/06/2026-2027 UPGRADING OF MATJIESKLOOF SPORT FACILITY – 140/2026</b> " must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than <b>12h00 on 16 October 2026</b> and will be opened in public immediately thereafter. |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| <b>AVAILABILITY OF TENDER DOCUMENTS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| <b>Tender Documents will be available electronically however; Proof of Payment is required. Tender documents must be reserved no less than 48 hours before the date and time of the Site Clarification meeting.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| Bid documents will be available online (e-tender portal)- <a href="https://etenders.gov.za/">https://etenders.gov.za/</a> ; <a href="https://www.cidb.org.za/cidb-tenders/current-tenders/">https://www.cidb.org.za/cidb-tenders/current-tenders/</a> and the Nama Khoi Website at <a href="https://www.namakhohi.gov.za/">https://www.namakhohi.gov.za/</a> for download and hardcopies will be available from the time and date of the site clarification meeting at Nama Khoi Municipal Offices, Council Chambers, 04 Namakwa Street, Springbok. Documents must be booked and paid 48 hours before the meeting in order for the documents to be available for collection during the meeting. <b>Proof of attendance at Clarification meeting must be submitted with tender documents for the company which a bid will be submitted as well as the proof of the payment for the tender document.</b>                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                    | Proof of payment must be provided in order to retrieve a tender document. Payment can be made at Nama Khoi Municipal Office's Reception, or the funds can be transferred via EFT:<br><b>BANKING DETAILS</b><br>Bank: Nedbank<br>Account Number: 1192371690<br>Branch Number: 198765<br>Reference: Project Description<br>Proof of payment should be included in the Tender Document: Schedule 25 |                                                                                                           |
| <b>Date Available:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>02 October 2026 @ 12H00</b>                                                                                                                                                                                                                                                                                                                     | <b>Non-refundable Fee:</b>                                                                                                                                                                                                                                                                                                                                                                       | <b>R 689.44</b>                                                                                           |
| <b>TENDER SUBMISSION RULES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| 1. Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.<br>2. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF THE TENDER.<br>3. Tender Documents must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than <b>12h00 on 16 OCTOBER 2026</b> and will be opened in public immediately after tender closing.<br>4. Tenders may only be submitted on the Tender documentation issued by the Municipality.<br>5. Nama Khoi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient.<br>6. Tenderers who are not yet registered are required to register on the National Central Suppliers Database (CSD). Online Applications are available on the website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> .<br>7. Tenderers will be required to have a specified level of experience to be eligible for tender. |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| <b>Functionality</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |
| Track Record of bidder on successfully completed construction projects in relation to the scope of works as per Schedule 6: Schedule of Work Experience on page T2.2 - 10 of this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                    | As stipulated in the Tender Document                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           |
| Demonstrate experience of key personnel as per Schedule 7: Details of Key Personnel's Experience on page T2.2 - 11 of this document (Submit CV's, certified certificates and reference)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                    | As stipulated in the Tender Document                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           |
| Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                    | As stipulated in the Tender Document                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           |
| Description of Plant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                    | As stipulated in the Tender Document                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           |
| Bank Rating                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                    | As stipulated in the Tender Document                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           |
| <b>Site Meeting/Information Session</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | A compulsory clarification meeting for all Bidders will be held on 08 October 2026 at 12:00, at the Nama Khoi Municipality's Offices in Springbok, 8240. The clarification meeting must be attended by a permanent employee of the bidder and must have a technical qualification.                                                                 | <b>Validity Period</b>                                                                                                                                                                                                                                                                                                                                                                           | <b>120 Days</b>                                                                                           |
| <b>ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                    | <b>ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:</b>                                                                                                                                                                                                                                                                                                                       |                                                                                                           |
| <b>Section:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Technical Services                                                                                                                                                                                                                                                                                                                                 | <b>Section:</b>                                                                                                                                                                                                                                                                                                                                                                                  | Supply Chain Management                                                                                   |
| <b>Contact Person:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Ms. A. Lakay                                                                                                                                                                                                                                                                                                                                       | <b>Contact Person:</b>                                                                                                                                                                                                                                                                                                                                                                           | Ms. C Rabie                                                                                               |
| <b>Tel:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 027 718 8100                                                                                                                                                                                                                                                                                                                                       | <b>Tel:</b>                                                                                                                                                                                                                                                                                                                                                                                      | 027 718 8210                                                                                              |
| <b>E-mail:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="mailto:astrid.lakay@namakhohi.gov.za">astrid.lakay@namakhohi.gov.za</a>                                                                                                                                                                                                                                                                   | <b>E-mail:</b>                                                                                                                                                                                                                                                                                                                                                                                   | <a href="mailto:candice.rabie@namakhohi.gov.za">candice.rabie@namakhohi.gov.za</a>                        |
| <b>Authorised by:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>ACTING MUNICIPAL MANAGER</b>                                                                                                                                                                                                                                                                                                                    | <b>MRS RPS SEBELA</b>                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                           |

## NAMA KHOI MUNICIPALITY

### UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

#### T1.2 : TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: [www.cidb.co.za](http://www.cidb.co.za)) and included as Appendix A in this document.

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

| Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1  | The employer is NAMA KHOI MUNICIPALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.1.2  | <p>The tender documents issued by the employer comprise:</p> <p><b>PART T1 : TENDERING PROCEDURES</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p><b>PART T2 : RETURNABLE DOCUMENTS</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data (Part 1 and 2)</p> <p>C1.3: Performance Guarantee</p> <p>C1.4: Occupational Health and Safety Agreement</p> <p><b>PART C2 : PRICING DATA</b></p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p> <p>C2.3: Daywork Schedule</p> <p><b>PART C3 : SCOPE OF WORK</b></p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Annexes</p> |
| F.1.4  | <p>The Employer's agent is:</p> <p>Name: Ribicon Consulting Group Pty Ltd</p> <p>Address: 7 Koperberg Street, Springbok, 8240</p> <p>Tel: +27 (0)27-718 2233 Fax: +27 (0)27-718 2234</p> <p>E-mail: <a href="mailto:info@ribicon.com">info@ribicon.com</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| Clause                                                                                                                                                                                     | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------|---|----------------------|----|-------------|----|
| F.2.1.1.1                                                                                                                                                                                  | <p>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.</p> <p>The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.</p> <table border="1"> <thead> <tr> <th>Description of quality criteria</th><th>Maximum possible score</th></tr> </thead> <tbody> <tr> <td>Track record of bidder on successfully completed construction projects in relation to the scope of works as per Schedule 6: Schedule of Work Experience on page T2.2 – 10 of this document</td><td>35</td></tr> <tr> <td>Demonstrated experience of key personnel as per Schedule 7: Details of Key-Personnel's Experience on page T2.2 – 11 of this document (Submit certified CV's, Certificates and References)</td><td>30</td></tr> <tr> <td>Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience</td><td>5</td></tr> <tr> <td>Description of Plant</td><td>15</td></tr> <tr> <td>Bank Rating</td><td>15</td></tr> </tbody> </table> <p>The minimum score for quality is <b>70</b> out of a maximum possible score of <b>100</b>. Tenderers that fail to achieve the minimum score for quality will <b>NOT</b> be eligible for evaluation and their tender offer will be rejected.</p> <p>Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to <b>Schedule 3</b>, Part T2.2: Returnable Schedules).</p> <p>A more detailed explanation of the quality criteria is given below:</p> <p><b>Experience of Service Provider: Similar successfully completed projects</b></p> <p>Tenderers must complete <b>Schedule 6</b>, T2.2-10 Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed projects in the last 5 years. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information requested based upon which up to <b>35 points</b> for quality will be awarded to the tenderer under consideration (see Annexure D for criteria of points allocation) in this regard. Bidders to provide <b>appointment letters</b> and <b>completion certificates or reference letters</b> as proof.</p> <p><b>Note:</b> Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.</p> <p><b>Demonstrated experience of key personnel</b></p> <p>The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization.</p> <p>Tenderers must complete <b>Schedule 7</b>, T2.2-11 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key personnel indicated based upon which up to <b>30 points</b> for quality will be awarded to the tenderer under consideration (see Annexure D for criteria of points allocation) in this regard. No key personnel may be substituted unless agreed to in writing by the municipal Project Management representative or Municipal Manager prior to commencement of work. Bidders to provide <b>certified copies of CV's</b> of permanently employed key personnel.</p> <p><b>Plant</b></p> | Description of quality criteria | Maximum possible score | Track record of bidder on successfully completed construction projects in relation to the scope of works as per Schedule 6: Schedule of Work Experience on page T2.2 – 10 of this document | 35 | Demonstrated experience of key personnel as per Schedule 7: Details of Key-Personnel's Experience on page T2.2 – 11 of this document (Submit certified CV's, Certificates and References) | 30 | Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience | 5 | Description of Plant | 15 | Bank Rating | 15 |
| Description of quality criteria                                                                                                                                                            | Maximum possible score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
| Track record of bidder on successfully completed construction projects in relation to the scope of works as per Schedule 6: Schedule of Work Experience on page T2.2 – 10 of this document | 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
| Demonstrated experience of key personnel as per Schedule 7: Details of Key-Personnel's Experience on page T2.2 – 11 of this document (Submit certified CV's, Certificates and References)  | 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
| Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience                                                                                  | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
| Description of Plant                                                                                                                                                                       | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |
| Bank Rating                                                                                                                                                                                | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                        |                                                                                                                                                                                            |    |                                                                                                                                                                                           |    |                                                                                                           |   |                      |    |             |    |

| Clause                           | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |       |        |      |        |      |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|--------|------|--------|------|----------|--|--------|------|--------|------|--------|------|--------------------|----|---|---|----|----|---|---|-------------|-----|-----|-----|-----|-----|-----|-----|---------------|---|---|---|---|---|---|---|
|                                  | Tenderers must demonstrate that construction plant will be available for the execution of the contract by completing Schedule 5 on page T2.2-9. In the case of hiring equipment, proof must be provided that the hiring company will make plant available to the tenderer should the contract be awarded to the tenderer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |       |        |      |        |      |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| Add 3.1/ 3.2 to Cl. F2.1         | <p>Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff, satisfying the requirements of the scope of works for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"><li>- Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organised under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works – LIC NQF Level 5 (minimum requirement). <b>A copy of the LIC certificate to be provided.</b></li><li>- Liquid assets/ or credit facilities covering the expected expenditures for two full work months</li><li>- Proposal for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment</li><li>- The Contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.</li></ul> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor-to-worker ratio of 1:10 for effective supervision of Labour-intensive works for all LI activities, shall be adhered to.</p> <p><b>Note:</b> One person only to qualify for each listed position. The key personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified in <b>Schedule 7</b>, T2.2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.</p> <p>The scoring sheets that will be used to evaluate the quality submissions are included as an Annexure D: Quality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2.2 Returnable Schedules, of their tender offers.</p> <p>These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of quality of their tender offers. The sheets will be completed by the Engineer or the Engineer's representative based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to tender evaluation.</p> <p>Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score NO eligibility points in the particular regard.</p> |          |       |        |      |        |      |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| Add 5.1/ 5.2 to T2.1 Tender Data | <p><b>Schedule of Labour Content</b></p> <p>The minimum Labour Content for this Project shall be 11%, calculated as the amount spent on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be as follow:</p> <table><tr><th rowspan="2">Criteria</th><th rowspan="2">Total</th><th colspan="2">Adult</th><th colspan="2">Youth</th><th colspan="2">Disabled</th></tr><tr><th>Female</th><th>Male</th><th>Female</th><th>Male</th><th>Female</th><th>Male</th></tr><tr><td>Work Opportunities</td><td>35</td><td>4</td><td>4</td><td>13</td><td>14</td><td>1</td><td>1</td></tr><tr><td>Person Days</td><td>320</td><td>320</td><td>320</td><td>320</td><td>320</td><td>320</td><td>320</td></tr><tr><td>Training Days</td><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Criteria | Total | Adult  |      | Youth  |      | Disabled |  | Female | Male | Female | Male | Female | Male | Work Opportunities | 35 | 4 | 4 | 13 | 14 | 1 | 1 | Person Days | 320 | 320 | 320 | 320 | 320 | 320 | 320 | Training Days | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Criteria                         | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |       | Adult  |      | Youth  |      | Disabled |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Female   | Male  | Female | Male | Female | Male |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| Work Opportunities               | 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 4        | 4     | 13     | 14   | 1      | 1    |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| Person Days                      | 320                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 320      | 320   | 320    | 320  | 320    | 320  |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| Training Days                    | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 1     | 1      | 1    | 1      | 1    |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |
| F.2.1.1.2                        | Only those tenderers who are registered with the CIDB, 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |       |        |      |        |      |          |  |        |      |        |      |        |      |                    |    |   |   |    |    |   |   |             |     |     |     |     |     |     |     |               |   |   |   |   |   |   |   |

| Clause               | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | <p>Construction Industry Development Regulations, for <b>5CE</b> or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 5CE class of construction work;</li> <li>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 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol> <p>Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.</p> |
| F.2.7                | A compulsory clarification meeting will be held on 08 October 2026, starting at 12h00 am at the Nama Khoi Municipal Office, Springbok.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.12               | No alternative offers will be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.13.5<br>F.2.15.1 | <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Nama Khoi Municipality</p> <p>Physical address: 4 Namakwa Street<br/>Springbok, 8240</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                      | <p>Postal address: Private Bag X22, Springbok, 8240</p> <p>Identification details: <b>PROJECT REF BID NO: BID/NC062/06/2026-2027: UPGRADING OF MATJIESKLOOF SPORT FACILITY- 140/2026</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.13 / F.3.5       | A two-envelope procedure will not be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.2.15               | The closing time for submission of tender offers is: 12H00am on 16 October 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.2.15               | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.2.16               | The tender offer validity period is 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.2.5                | <p>Registration on Accredited Supplier Database</p> <p>It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.</p> <p>In order to comply with Section 76(4) (C) of Public Finance Management Act and to ensure competitive process, Nama Khoi Municipality invites all suitable and interested prospective suppliers and service providers to apply for registration on the Central Supplier Database (CSD). The Municipality will not award tenders to prospective suppliers who are not registered on the Central Supplier Database (CSD).</p>                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.23<br>1.2.7.1    | The tenderer is required to submit the following certificates with his tender:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| a)                   | <p>Tax Clearance Certificate</p> <p>A valid Tax Clearance Certificate or Unique pin provided by SARS must accompany the bid documents. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| b)                   | In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate or Unique Pin provided by SARS with the bid documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| c)                   | If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Clause                                                           | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |        |              |    |                       |    |                                                                  |            |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|--------------|----|-----------------------|----|------------------------------------------------------------------|------------|
|                                                                  | <p>The tenderer shall submit with this bid proof of registration with the Unemployment Insurance Fund (UIF)</p> <p>A Workman's Compensation Registration Certification should accompany the bid or proof of payment of contributions made in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |        |              |    |                       |    |                                                                  |            |
| F.3.2                                                            | <p>Issue addenda</p> <p><i>Add the following to F.3.2:</i></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |        |              |    |                       |    |                                                                  |            |
| F.3.4                                                            | <p>The time and location for opening of the tender offers are:</p> <p>Time: 12H00 on 16 October 2026</p> <p>Location: Nama Khoi Municipal Office</p> <p>The tender opening will be public. A register of tenderers will be sent to all parties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |        |              |    |                       |    |                                                                  |            |
| F.3.11                                                           | <p><b>1. General Conditions</b></p> <p>1.1 The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;</p> <p>1.3 Preference points for this bid shall be awarded to:</p> <ol style="list-style-type: none"> <li>Price;</li> <li>Specific Goals to Promote Economic Development</li> </ol>                                                                                                                                                                                             |  |        |              |    |                       |    |                                                                  |            |
|                                                                  | <p><b>Points awarded for Price</b></p> <p><b>The 80/20 Preference Point System</b></p> <p>A maximum of 80 points is allocated for price on the following basis:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p><math>P_s</math> = Points scored for comparative price of bid under consideration</p> <p><math>P_t</math> = Comparative price of bid under consideration</p> <p><math>P_{min}</math> = Comparative price of lowest acceptable bid</p> <p>Tenderer's bid price will also be evaluated for commercial risk where applicable</p> <p>1.4 The maximum points for this bid are allocated as follows:</p> <table border="1"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td><b>PRICE</b></td><td>80</td></tr> <tr> <td><b>SPECIFIC GOALS</b></td><td>20</td></tr> <tr> <td><b>Total points for Price and Specific goals must not exceed</b></td><td><b>100</b></td></tr> </tbody> </table> |  | POINTS | <b>PRICE</b> | 80 | <b>SPECIFIC GOALS</b> | 20 | <b>Total points for Price and Specific goals must not exceed</b> | <b>100</b> |
|                                                                  | POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |        |              |    |                       |    |                                                                  |            |
| <b>PRICE</b>                                                     | 80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |        |              |    |                       |    |                                                                  |            |
| <b>SPECIFIC GOALS</b>                                            | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |        |              |    |                       |    |                                                                  |            |
| <b>Total points for Price and Specific goals must not exceed</b> | <b>100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |        |              |    |                       |    |                                                                  |            |
|                                                                  | <p><b>POINTS AWARDED FOR SPECIFIC GOALS TO PROMOTE ECONOMIC DEVELOPMENT</b></p> <p>In terms of the Preferential Procurement Policy of Nama Khoi Municipality, preference points must be awarded to a bidder for specific goals to promote economic development in accordance with the tables below:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |        |              |    |                       |    |                                                                  |            |

| Clause                                         | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------|-----------------------------|-------------------------|---|---|-------------------------|---|---|----------------------------|---|---|------------------------|------------------------|--------------------------------------------|---|------------------------------------------------|---|
|                                                | <p><b>Points for Specific Goals scorecard will be allocated as follows:</b></p> <table><tr><th>Specific Goal</th><th>Max Point allocated if proof is provided</th><th>Points if no proof provided</th></tr><tr><td>Women (Owner/ Director)</td><td>5</td><td>0</td></tr><tr><td>Youth (Owner/ Director)</td><td>5</td><td>0</td></tr><tr><td>Disabled (Owner/ Director)</td><td>5</td><td>0</td></tr></table> <p><b>Points for Locality will be allocated as follows:</b><br/>(In order for points to be awarded for locality, the bidder must provide a municipal account or lease agreement in the name of the company and not in the name of a director)</p> <table><tr><th>Local area of supplier</th><th>Local area of supplier</th></tr><tr><td>Within the boundaries of the Northern Cape</td><td>5</td></tr><tr><td>Outside of the boundaries of the Northern Cape</td><td>0</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Specific Goal               | Max Point allocated if proof is provided | Points if no proof provided | Women (Owner/ Director) | 5 | 0 | Youth (Owner/ Director) | 5 | 0 | Disabled (Owner/ Director) | 5 | 0 | Local area of supplier | Local area of supplier | Within the boundaries of the Northern Cape | 5 | Outside of the boundaries of the Northern Cape | 0 |
| Specific Goal                                  | Max Point allocated if proof is provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Points if no proof provided |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Women (Owner/ Director)                        | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                           |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Youth (Owner/ Director)                        | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                           |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Disabled (Owner/ Director)                     | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                           |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Local area of supplier                         | Local area of supplier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Within the boundaries of the Northern Cape     | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| Outside of the boundaries of the Northern Cape | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
|                                                | <p>1.5 Failure on the part of a bidder to submit proof of the above-mentioned specific goals and proof of address (municipal account and lease agreement in the name of the bidding company) together with the bid, will be interpreted to mean that preference points are not claimed.</p> <p>1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| F.3.13.1                                       | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"><li>a) the offer section of the “Form of Offer and Acceptance” (Part C1.1) is fully completed and signed;</li><li>b) the tenderer submitted with the tender offer an original valid Tax Clearance Certificate issued by the South African Revenue Services;</li><li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li><li>d) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li><li>e) the tenderer or any of its directors is not listed in 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; and</li><li>f) the tenderer has not:<ul style="list-style-type: none"><li>i) abused the Employer’s Supply Chain Management System; or</li><li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li></ul></li><li>g) 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 comprise the tender process.</li></ul> |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |
| F.3.18                                         | <p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |                                          |                             |                         |   |   |                         |   |   |                            |   |   |                        |                        |                                            |   |                                                |   |

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**PART T2 : RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**NOT FOR SUBMISSION PURPOSES**

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**T2.1 : LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**T2.1.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

|               |                                                                        |
|---------------|------------------------------------------------------------------------|
| Schedule : 1  | Compulsory Enterprise Questionnaire*                                   |
| Schedule : 2  | Authority of Signatory*                                                |
| Schedule : 3  | Certificate of Authority for Joint Ventures                            |
| Schedule : 4. | Personnel Schedule                                                     |
| Schedule : 5  | Schedule of Plant and Equipment available for the Contract             |
| Schedule : 6  | Schedule of Work Experience                                            |
| Schedule : 7  | Details of Key-personnel Experience                                    |
| Schedule : 8  | Estimated Monthly Cashflow                                             |
| Schedule : 9  | Proposed Amendments and Qualifications                                 |
| Schedule : 10 | Certificate of Attendance at Clarification Meeting                     |
| Schedule : 11 | Declaration of Interest (MBD 4)                                        |
| Schedule : 12 | Declaration of Bidder's Past Supply Chain Management Practices (MBD 8) |
| Schedule : 13 | Certificate of Independent Bid Determination (MBD 9)                   |
| Schedule : 14 | Health and Safety Plan                                                 |
| Schedule : 15 | Preliminary Programme                                                  |
| Schedule : 16 | A : Tax Clearance Certificate                                          |
|               | B: Certificate of Contractors Registration issued by the CIDB          |
| Schedule : 17 | Invitation to Bid (Part A & B)                                         |
| Schedule : 18 | SCM 1                                                                  |
| Schedule : 19 | Bank Rating                                                            |

**T2.1.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to relevant schedule in document or attach separately to this document)**

- Certificate of Contractors Registration issued by the CIDB – Append to Schedule 16
- Proof of Authority of Signatory – Append to Schedule 2
- Original Tax Clearance Certificate – Append to Schedule 16

**T2.1.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to relevant schedule in document or attach separately to this document) (continued/...)**

- Certificated copy of the Certificate of Incorporation of his/her company, founding

|                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| statements if a closed corporation or a certified copy of the partnership agreement if a partnership.                                                                                     |
| In the case of a Joint Venture between two or more firms, a certified copy of the Joint Venture Agreement and proof of existence of each member as required above. – Append to Schedule 3 |
| <ul style="list-style-type: none"> <li>Joint Venture Agreement, if applicable – Append to Schedule 3</li> </ul>                                                                           |
| <ul style="list-style-type: none"> <li>Curriculum Vitae of Key-personnel – Append to Schedule 7</li> </ul>                                                                                |

**T2.1.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

|               |                                                                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Schedule : 20 | Record of Addenda to Tender Documents*                                                                                                                     |
| Schedule : 21 | Declaration for Procurement / Services Above R10 Million (All Applicable Taxes Included) (MBD 5)                                                           |
| Schedule : 22 | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 and Affidavit that will be incorporated into the Contract (MBD 6.1) |
| Schedule : 23 | Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)                                                                  |
| Schedule : 24 | Declaration Concerning Fulfilment of the Construction Regulations, 2014                                                                                    |
| Schedule : 25 | Proof of Payment                                                                                                                                           |

**T2.1.4 OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

|        |                                                        |
|--------|--------------------------------------------------------|
| C1.1 : | The Offer portion of the Form of Offer and Acceptance* |
| C1.2 : | Contract Data (Part 2)*                                |
| C1.3 : | Performance Guarantee                                  |
| C1.4 : | Occupational Health and Safety Agreement               |
| C2.2 : | Bills of Quantities                                    |
| C2.3 : | Daywork Schedule                                       |

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

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

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

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

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

\* Insert separate page if necessary

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

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

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

- ☐ a member of the board of directors of any municipal entity      a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity      an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service<br>(tick appropriate column) |                       |
|---------------------------------|-------------------------------------------------------------------------------|------------------------------------------------|-----------------------|
|                                 |                                                                               | current                                        | Within last 12 months |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 2 : AUTHORITY OF SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (**copy attached**) taken on ..... 20..., Mr/Ms ..... acting in the capacity of ..... was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**As witnesses:**

- Signature: Sole owner : .....
- Date : .....

**Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2**

**B. Certificate for Partnership**

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**C. Certificate for Joint Venture**

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

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

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, |
|--------------|---------|------------------------|
|--------------|---------|------------------------|

|              |  | NAME & CAPACITY |
|--------------|--|-----------------|
| Lead partner |  |                 |
|              |  |                 |
|              |  |                 |
|              |  |                 |

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. .... Signature: Sole owner : .....
2. .... Date : .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms .....  
acting in the capacity of ..... , to sign all documents in connection with this tender and  
any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE:** This certificate is to be completed and signed by all the key-members upon who rests the  
direction of the affairs of the cc as a whole.

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 3 : 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 SIGNATORY                          |
|--------------|---------|----------------------------------------------------|
| Lead partner |         | Signature .....<br>Name .....<br>Designation ..... |
|              |         | Signature .....<br>Name .....<br>Designation ..... |
|              |         | Signature .....<br>Name .....<br>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.

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 4 : PERSONNEL SCHEDULE**

| Job Description     | Number of Non-Local Labour to be Employed on the Contract | Number of Local Labour to be Employed on the Contract |
|---------------------|-----------------------------------------------------------|-------------------------------------------------------|
| Contract Manager    |                                                           |                                                       |
| Site Agent          |                                                           |                                                       |
| Quantity Surveyor   |                                                           |                                                       |
| Surveyors           |                                                           |                                                       |
| General Foreman     |                                                           |                                                       |
| Foremen             |                                                           |                                                       |
| Community Officers  |                                                           |                                                       |
| Clerks              |                                                           |                                                       |
| Operators           |                                                           |                                                       |
| Bricklayers         |                                                           |                                                       |
| Learner Bricklayers |                                                           |                                                       |
| Steel fixers        |                                                           |                                                       |
| Painters            |                                                           |                                                       |
| Plumbers            |                                                           |                                                       |
| Labourers           |                                                           |                                                       |
| * Other             |                                                           |                                                       |
| * Other             |                                                           |                                                       |

\* To be filled in by Tenderer

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

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

Tenderer.....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 5 : SCHEDULE OF PLANT AND EQUIPMENT  
AVAILABLE FOR THE CONTRACT**

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

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

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

Attach additional pages if more space is required.

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

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

Attach additional pages if more space is required.

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 6 : SCHEDULE OF WORK EXPERIENCE**

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of similar successfully completed projects.

Listed projects with invalid or incorrect contact details for the employer and/or consulting engineer and information not supplied in the format as requested below will **NOT** be evaluated and the tenderer will score **NO** eligibility points in this regard.

List of Completed Projects and completion certificates or reference letters to be appended to the tender submission. The bidder should list in the table below, only similar projects for which points are claimed. The projects listed and applicable completion letters/ reference letters should correspond.

Similar projects mean building works, concrete works, earthworks and excavations, fencing etc projects.

| Employer<br>(Name and<br>Contact No) | Consulting Engineer<br>(Name and Contact<br>No) | Similar projects<br>(Tenderer need to<br>identify the type of<br>work in a short<br>description) | Value of Work<br>(incl. VAT)<br>(R million) | Date<br>completed<br>(Month and<br>Year) |
|--------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------|
|                                      |                                                 |                                                                                                  |                                             |                                          |

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

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**SCHEDULE 7 : DETAILS OF KEY-PERSONNEL'S EXPERIENCE**

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects.

**Note:** One person only to qualify for each of the positions listed below. The key personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.

Proof of Qualifications of key permanent personnel must be provided with the tender in order to be evaluated for Quality. The tenderer must have the key personnel in his permanent employment. CV's attached must be certified.

| Contract's Manager | NAME:<br>TERTIARY QUALIFICATION |               |                                             |                   |
|--------------------|---------------------------------|---------------|---------------------------------------------|-------------------|
|                    | Project Description             | Position held | Value of work<br>(Incl. VAT)<br>(R million) | Year<br>completed |
|                    |                                 |               |                                             |                   |

|                           |                               |                      |                                                      |                           |
|---------------------------|-------------------------------|----------------------|------------------------------------------------------|---------------------------|
| <b>Site Agent</b>         | <b>NAME:</b> .....            |                      |                                                      |                           |
| <b>Contact and Client</b> | <b>TERTIARY QUALIFICATION</b> |                      |                                                      |                           |
|                           | <b>Project Description</b>    | <b>Position held</b> | <b>Value of work<br/>(Incl. VAT)<br/>(R million)</b> | <b>Year<br/>completed</b> |
|                           |                               |                      |                                                      |                           |

|                           |                               |                      |                                                      |                           |
|---------------------------|-------------------------------|----------------------|------------------------------------------------------|---------------------------|
| <b>General Foreman</b>    | <b>NAME:</b> .....            |                      |                                                      |                           |
| <b>Contact and Client</b> | <b>TERTIARY QUALIFICATION</b> |                      |                                                      |                           |
|                           | <b>Project Description</b>    | <b>Position held</b> | <b>Value of work<br/>(Incl. VAT)<br/>(R million)</b> | <b>Year<br/>completed</b> |
|                           |                               |                      |                                                      |                           |

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

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**SCHEDULE 8 : ESTIMATED MONTHLY CASH-FLOW**

The tenderer shall state his estimated expenditure for the duration of the construction period indicated with the values of each monthly claim in terms of Clause 5.6.2.6 of the General Conditions of Contract (2015) which he estimates will arise based on his preliminary programme and tendered rates in the table below.

The amount for contingencies must not be included. The Tenderer must make note of any cash-flow restrictions.

The total of the monthly amounts indicated below shall be equal to the tender price less contingencies. Separate cash-flow schedule can be appended to this schedule.

| Month                      | Value (Rand) |
|----------------------------|--------------|
| 1 <sup>st</sup>            | R            |
| 2 <sup>nd</sup>            | R            |
| 3 <sup>rd</sup>            | R            |
| 4 <sup>th</sup>            | R            |
| 5 <sup>th</sup>            | R            |
| 6 <sup>th</sup>            | R            |
| 7 <sup>th</sup>            | R            |
| 8 <sup>th</sup>            | R            |
| 9 <sup>th</sup>            | R            |
| 10 <sup>th</sup>           | R            |
| 11 <sup>th</sup>           | R            |
| <b>SUBTOTAL</b>            | R            |
| <b>CONTINGENCIES (10%)</b> | R            |
| <b>SUBTOTAL</b>            | R            |
| <b>VAT (15%)</b>           | R            |
| <b>TOTAL</b>               | R Incl. VAT  |

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 9 : PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

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

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 10 : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

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 or affect my/our Tender.

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

**SIGNED ON BEHALF OF EMPLOYERS AGENT:** .....

*Note: the attendance register and certificate of attendance will be used to confirm attendance*

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**SCHEDULE 11 : DECLARATION OF INTEREST (MBD4)**

4.1. No bid will be accepted from persons in the service of the state\*.

4.2. 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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.3.1 Full Name of enterprise:

.....

4.3.2 Physical address of local office:

.....

4.3.3 Identity Number if sole proprietor:.....

4.3.4 Company Registration Number:.....

4.3.5 Tax Reference Number: .....

4.3.6 VAT Registration Number, if any:.....

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

4.5. Are you presently in the service of the state **YES / NO \***

If so, furnish particulars.

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

\* 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.

If so, furnish particulars.

- 4.7. 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**

If so, furnish particulars.

- 4.8. Are you, aware of any relationship (family, friend, other) between a 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**

If so, furnish particulars.

- 4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

- 4.10 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / No**

If so, furnish particulars.

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

If so, furnish particulars.

4.11 Full details of all the directors / trustees / members / shareholders.

| Full Name of sole proprietor, partner, director, Manager, principal shareholder or stakeholder or member | ID Number | Name of Organ of state | Income Tax Number (Compulsory) | State Employee Number |                       |
|----------------------------------------------------------------------------------------------------------|-----------|------------------------|--------------------------------|-----------------------|-----------------------|
|                                                                                                          |           |                        |                                | Current               | Within past 12 months |
|                                                                                                          |           |                        |                                |                       |                       |
|                                                                                                          |           |                        |                                |                       |                       |
|                                                                                                          |           |                        |                                |                       |                       |
|                                                                                                          |           |                        |                                |                       |                       |
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|                                                                                                          |           |                        |                                |                       |                       |
|                                                                                                          |           |                        |                                |                       |                       |
|                                                                                                          |           |                        |                                |                       |                       |

Add list if this list is not sufficient.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

**PRINT FULL NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 12 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                                      | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |

|       |                                                                                                                                                                                                                                        |                                 |                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

#### CERTIFICATION

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

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

.....  
 Signature  
 Date

.....  
 Position  
 Name of Bidder

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 13 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 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 *per 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.

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.

**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

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**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 2014 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.

The tenderer shall attach to this schedule 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 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 tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Health and Safety Plan for the contract.

**Note:** Where the entity tendering is a joint venture, one Health and Safety Plan on behalf of the joint venture is adequate for these purposes and the score awarded for it will be based on the same criteria than that for a sole partner entity.

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

Number of sheets appended by the tenderer to this Schedule 15 (if nil, enter NIL).

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

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

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 15: PRELIMINARY PROGRAMME**

The tenderer shall attach a preliminary programme for the duration of the construction period indicated to this schedule which must show that the tenderer clearly understands and fully identifies with the scope of works of this project.

A detailed programme (Gantt chart) indicating all activities, resources, timelines, monthly expenditure and critical path with reference to criteria in C3.5.1.2 and C3.5.1.3 in Part C3.5 Management is expected.

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 16 (if nil, enter NIL).

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

NOT FOR SUBMISSION PURPOSES

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**SCHEDULE 16 : TAX CLEARANCE CERTIFICATE AND  
B) BARGAINING COUNCIL CERTIFICATE (MBD 2)**

**a) TAX CLEARANCE CERTIFICATE REQUIREMENTS**

- 2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.

## B. CERTIFICATE OF CONTRACTOR'S REGISTRATION

A Certificate of the Contractor's Registration issued by the CIDB shall be attached to this schedule.

3 Signed..... Date.....

4 Name ..... Position.....

5 Tenderer.....

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**NOTICE NO.: 140/2026**  
**BID NUMBER: BID/NC062/06/2026-2027**

Starting Date: 02 October 2026

Closing Date: 16 October 2026

Closing Time: 12:00 Midday

**SCHEDULE 17: PART A**

**INVITATION TO BID (MBD 1)**

|                                                                                                       |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| BID NUMBER:                                                                                           | BID/NC062/06/2026-2027                                                                        | CLOSING DATE:                                                            | 16 October 2026                                  | CLOSING TIME:                                                                                    | 12:00 Midday |
| DESCRIPTION                                                                                           | UPGRADING OF MATJIESKLOOF SPORT FACILITY                                                      |                                                                          |                                                  |                                                                                                  |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                   |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| NAMA KHOI MUNICIPALITY                                                                                |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| 4 NAMAKWA STREET                                                                                      |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| SPRINGBOK                                                                                             |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| 8240                                                                                                  |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| <b>SUPPLIER INFORMATION</b>                                                                           |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| NAME OF BIDDER                                                                                        |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| POSTAL ADDRESS                                                                                        |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| STREET ADDRESS                                                                                        |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| TELEPHONE NUMBER                                                                                      | CODE                                                                                          |                                                                          | NUMBER                                           |                                                                                                  |              |
| CELLPHONE NUMBER                                                                                      |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| FACSIMILE NUMBER                                                                                      | CODE                                                                                          |                                                                          | NUMBER                                           |                                                                                                  |              |
| E-MAIL ADDRESS                                                                                        |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| VAT REGISTRATION NUMBER                                                                               |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| TAX COMPLIANCE STATUS                                                                                 | TCS PIN:                                                                                      |                                                                          | OR                                               | CSD No:                                                                                          |              |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>[IF YES, ANSWER PART B:3] |              |
| TOTAL NUMBER OF ITEMS OFFERED                                                                         |                                                                                               |                                                                          | TOTAL BID PRICE                                  |                                                                                                  |              |
| SIGNATURE OF BIDDER                                                                                   |                                                                                               |                                                                          | DATE                                             |                                                                                                  |              |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                               |                                                                                               |                                                                          |                                                  |                                                                                                  |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                |                                                                                               |                                                                          | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |                                                                                                  |              |
| DEPARTMENT                                                                                            | BTO – SCM                                                                                     |                                                                          | CONTACT PERSON                                   | A Lakay                                                                                          |              |
| CONTACT PERSON                                                                                        | Candice Rabie                                                                                 |                                                                          | TELEPHONE NUMBER                                 | 027 718 8100                                                                                     |              |
| TELEPHONE NUMBER                                                                                      | 027 718 8210                                                                                  |                                                                          | E-MAIL ADDRESS                                   | <a href="mailto:astrid.lakay@namakhoi.gov.za">astrid.lakay@namakhoi.gov.za</a>                   |              |
| E-MAIL ADDRESS                                                                                        | <a href="mailto:candice.rabie@namakhoi.gov.za">candice.rabie@namakhoi.gov.za</a>              |                                                                          |                                                  |                                                                                                  |              |

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE:.....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 18 : SCM 1**

**DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)**

b) The completion of this form is **COMPULSORY** and failure to complete this form might result that this tender will not be considered.

1.1 The bidder:

- c) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- d) therefore hereby agrees and authorises the Nama Khoi Municipality to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and
- e) confirms the following information for the purpose of giving effect to b) above;
- f) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) in the following format;

| Physical Business addresses of the Bidder | Municipality | Municipal Account Numbers |
|-------------------------------------------|--------------|---------------------------|
|                                           |              |                           |
|                                           |              |                           |

**Attached certified copies of municipal accounts not older than 3 months.**

1.2 The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) of all its directors/ shareholders/ Managers/ Partners/Members etc.

| Name of Director/ Member | ID Number | Physical Address | Municipality | Municipal Account Number |
|--------------------------|-----------|------------------|--------------|--------------------------|
|                          |           |                  |              |                          |
|                          |           |                  |              |                          |

**Attached certified copies of municipal accounts all directors or members not older than 3 months.**

I/We declare that the abovementioned information is true and correct and that the above-mentioned documents refer to in 11.2 and 11.3 are attached to this form:

(insert name of enterprise)

PRINT FULL NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

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

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 19 : BANK RATING**

The tenderer shall attach a letter from the bank indicating the tenderer's rating to:

| Rating   | Mark with X |
|----------|-------------|
| A Rating |             |
| B Rating |             |
| C Rating |             |
| D Rating |             |

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

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 20 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

| No. | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 21 : DECLARATION FOR PROCUREMENT / SERVICES ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5) (NOT APPLICABLE)**

All procurement contracts expected to **exceed R10 million (all applicable taxes included)**, bidders must complete the following questionnaire and attached the necessary documentation:

5.1. Are you by law required to prepare annual financial statement for auditing? \*YES / NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

5.2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? \*YES / NO

5.2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

5.2.2 If yes, provide particulars

|  |
|--|
|  |
|  |

5.3. Has any contract been awarded to you by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract? \*YES / NO

5.3.1 If yes, furnish particulars

|  |
|--|
|  |
|  |

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

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 22 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS (MBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY OF NAMA KHOI MUNICIPALITY**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

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

**80/20**

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

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

Tenderer's bid price will also be evaluated for commercial risk where applicable

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) Specific Goals to Promote Economic Development

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

|                                                                  | POINTS     |
|------------------------------------------------------------------|------------|
| <b>PRICE</b>                                                     | 80         |
| <b>SPECIFIC GOALS</b>                                            | 20         |
| <b>Total points for Price and Specific goals must not exceed</b> | <b>100</b> |

## POINTS AWARDED FOR SPECIFIC GOALS TO PROMOTE ECONOMIC DEVELOPMENT

In terms of the Preferential Procurement Policy of Nama Khoi Municipality, preference points must be awarded to a bidder for specific goals to promote economic development in accordance with the tables below:

### Points for Specific Goals scorecard will be allocated as follows:

| Specific Goal              | Max Point allocated if proof is provided | Points if no proof provided |
|----------------------------|------------------------------------------|-----------------------------|
| Women (Owner/ Director)    | 5                                        | 0                           |
| Youth (Owner/ Director)    | 5                                        | 0                           |
| Disabled (Owner/ Director) | 5                                        | 0                           |

### Points for Locality will be allocated as follows:

(In order for points to be awarded for locality, the bidder must provide a municipal account or lease agreement in the name of the company and not in the name of a director)

| Local area of supplier                         | Local area of supplier |
|------------------------------------------------|------------------------|
| Within the boundaries of the Northern Cape     | 5                      |
| Outside of the boundaries of the Northern Cape | 0                      |

- 1.5 Failure on the part of a bidder to submit proof for the above-mentioned specific goals and proof of address (municipal account) together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. SUB-CONTRACTING

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

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

- 2.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted..... %
- The name of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

### 3. DECLARATION WITH REGARD TO COMPANY/FIRM

3.1 Name of company/firm:.....

3.2 VAT registration number:.....

3.3 Company registration number:.....

3.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

3.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

### 3.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number: .....

Stand Number:.....

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

3.9 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 specific goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

|                            |       |
|----------------------------|-------|
| .....                      |       |
| SIGNATURE(S) OF BIDDERS(S) |       |
| DATE:                      | ..... |
| ADDRESS                    | ..... |
|                            | ..... |
|                            | ..... |

## NAMA KHOI MUNICIPALITY

### UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

#### SCHEDULE 23: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

#### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

##### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x  
y

is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if –

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

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry, and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|------------------------------------------------|-------------------------------------|
| _____                                          | 100 _____ %                         |
| _____                                          | 100 _____ %                         |
| _____                                          | _____ %                             |

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

**NB**

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

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

|                                                                    |   |
|--------------------------------------------------------------------|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

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

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

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

NOT FOR SUBMISSION PURPOSES



NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**SCHEDULE 24: DECLARATION CONCERNING FULFILMENT OF  
THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(4) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

|                                                                                |  |
|--------------------------------------------------------------------------------|--|
| Own resources, competent in terms of the Regulations (refer to 3 below)        |  |
| Own resources, still to be hired and/or trained (until competency is achieved) |  |
| Specialist subcontract resources (competent) - Specify:                        |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |

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

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

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

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

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

(Tick)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

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

1. .... ID NO: .....

(Name in Print): .....

2. .... ID NO: .....

(Name in Print): .....

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**SCHEDULE 25: PROOF OF PAYMENT**

The bidder shall attach hereto proof of payment for purchasing the bid documents (hard copy or PDF version). Failure to provide proof of payment will result in the bidder being disqualified. Payments can be made at the Nama Khoi Municipal Office's Reception, or alternatively, funds can be transferred via EFT. The proof of payment should clearly state the name of the bidder. The banking details are as follows:

Account Holder: Nama Khoi Municipality

Bank: Nedbank

Account Number: 1192371690

Branch Number: 198765

Reference: Upgrading of Matjieskloof Sport Facility

A non-refundable fee of R 689.44 will be charged for the bid document.

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**PART C1 : AGREEMENT AND CONTRACT DATA**

The General Conditions of Contract for Construction Works, Third Edition, 2015 have been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the Party of Parties as relevant, shall form part of the Contract.

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Performance Guarantee**
- C1.4 Occupational Health and Safety Agreement**

NOT FOR SUBMISSION PURPOSES

**NAMA KHOI MUNICIPALITY****UPGRADING OF MATJIESKLOOF SPORT FACILITY****PROJECT REF NO.: BID/NC062/06/2026-2027****C1.1 : FORM OF OFFER AND ACCEPTANCE****1. OFFER**

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

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS**

..... Rand (in words);

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....

.....

Name and signature of witness:

Signature .....

Name .....

Date .....

**2. ACCEPTANCE**



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

The terms of the contract are contained in

Part C1 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the **Employer**:

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....

.....

Name and signature of witness:

Signature .....

Name .....

Date .....

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

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

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....

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

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

For the Tenderer

For the Employer

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

Signature(s) .....  
Name(s) .....  
Capacity .....

Name and address of organization

Name and address of organization

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

.....  
.....  
.....  
Witness Signature .....  
Witness Name .....  
Date .....

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



the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

For the Contractor:

Signature .....

Name .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....

NOT FOR SUBMISSION PURPOSES

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**C1.2: CONTRACT DATA (PART 1)**

The General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition, 2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za) or Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

**PART 1 : DATA PROVIDED BY THE EMPLOYER**

| Clause              | Description                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.13            | The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.                                                                                                                                                                                                                                                                   |
| 1.1.1.15<br>1.2.1.2 | The name of the Employer is <b>NAMA KHOI MUNICIPALITY</b><br>The Employer's address for receipt of communications and notices is:<br>Telephone: 027 718 8100 Facsimile: 027 712 1635<br>E-mail: <a href="mailto:info@namakhoi.gov.za">info@namakhoi.gov.za</a><br>Address (Postal): Private Bag X22 Address (Physical): 4 Namakwa Street<br>SPRINGBOK SPRINGBOK<br>8240 8240  |
| 1.1.1.16<br>1.2.1.2 | The Employer's Agent is <b>Ribicon Consulting Group Pty Ltd.</b><br>The Engineer's address for receipt of communications and notices is:<br>Telephone: 027-718 2233 Facsimile: 027-718 2234<br>E-mail: <a href="mailto:info@ribicon.com">info@ribicon.com</a><br>Address (Postal): P.O. Box 787 Address (Physical): 7 Koperberg Street<br>Springbok Springbok<br>8240 8240    |
| 1.1.1.26            | The pricing strategy is: Re-measurement Contract                                                                                                                                                                                                                                                                                                                              |
| 1.3.2               | The governing law is the law of South Africa.                                                                                                                                                                                                                                                                                                                                 |
| 5.1.1.1<br>3.2.3    | The special non-working days are all statutory public holidays and the year end break.<br>The year-end break shall be in accordance with the dates recommended by SAFCEC.<br>The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties:<br>a) The issuing of a variation order in terms of Clause 6.3.        |
| 4.3.2               | If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the |

| Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Contractor until such proof is provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.4      | Subcontracting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.4.1    | The Contractor shall not subcontract the whole contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.4.2    | Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be reasonably withheld.                                                                                                                                                                                                                                                                                                                      |
| 4.4.3    | The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.                                                                                                                                                                                                                                                                                                                                |
| 4.4.4    | The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.                                                                                                                                                                                                                    |
| 4.4.5    | Any appointment of a subcontractor in accordance with Clause 4.4.4 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.                                                                                                                                                                                                                      |
| 4.4.6    | In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.4 shall be assigned to the Engineer upon such an instruction by the Employer.                                                                                                                                                                                                                                                                                                                                                             |
| 5.2.1    | The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3.1    | The documentation required before commencement with the Works execution is: <ol style="list-style-type: none"> <li>1. Performance Guarantee</li> <li>2. Letter of Good Standing</li> <li>3. Insurances</li> <li>4. Initial Programme</li> <li>5. Occupational Health and Safety Agreement</li> <li>6. Occupational Health and Safety Plan</li> <li>7. QMS Manual</li> </ol>                                                                                                                                                                    |
| 5.3.2    | The time to submit documentation from commencement date is fourteen (14) days                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.4.2    | Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 5.4.1 apply and where ongoing use by the general public is required.<br>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.                                                                                                                                                                                                       |
| 5.8.     | The non-working days are Sundays<br>The special non-working days are: <ol style="list-style-type: none"> <li>1. All Gazetted public holidays falling outside the year end break</li> <li>2. The year-end break as Gazetted</li> </ol>                                                                                                                                                                                                                                                                                                          |
| 5.12.2.2 | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time be claimed in accordance with the provisions of Clause 5.12. |
|          | The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:<br>January            0 days                                                                                                                                                                                                                                                                                                                                                                         |

| Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>February 1 days</p> <p>March 1 days</p> <p>April 1 days</p> <p>May 2 days</p> <p>June 3 days</p> <p>July 2 days</p> <p>August 1 days</p> <p>September 1 days</p> <p>October 1 days</p> <p>November 0 days</p> <p>December 0 days</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> |
| 5.13.1   | The penalty for failing to complete the Works is R 3 500.00 per calendar day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.16.3   | The latent defects period is 10 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.2.     | <p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an <b>Insurance Company</b> or <b>Bank</b> as security. <b>The said Company or Bank shall be subject to approval by the Employer.</b></p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price</p>                                                                                                                                                         |
| 6.2.2    | If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2                                                                                                                                        |
| 6.2.3    | The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.8.2    | <p><i>Add the following to Clause 6.8.2:</i></p> <p><b>Alternative 1</b></p> <p>The Contract Price shall <b>not</b> be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p> <p>Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data, then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.</p>                                                                                           |
| 6.8.4    | <p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.</p>                                                                                                                                                                                                                                                                                                                   |
| 6.10.1.5 | <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable session forms.</p>                                                                                                                                                                                                                                                                                                                                                                |
| 6.10.3   | <i>Add the following to Clause 6.10.3:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Clause    | Description                                                                                                                                                                                                                                                                                                                                       |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p>The Limit of retention money is 10%</p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of <b>10%</b> of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.</p> |
| 6.10.4    | <p><i>Add the following to Clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>                                         |
| 8.6.1.1.3 | <p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.</p>                                                                                                                                                                                           |
| 8.6.1.3   | <p><i>Add the following to Clause 8.6.1.3:</i></p> <p>The limit of indemnity for liability insurance is <b>R 8 000 000</b> for any single claim – the number of claims to be unlimited during the construction and defects liability periods.</p>                                                                                                 |

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**C1.2 : CONTRACT DATA (PART 2)**

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

| Clause           | Description                                                                                                                                                                                                                                                                                       |                  |      |               |       |       |       |       |       |       |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|---------------|-------|-------|-------|-------|-------|-------|
| 1.1.1.9          | The name of the Contractor is .....                                                                                                                                                                                                                                                               |                  |      |               |       |       |       |       |       |       |
|                  | .....<br>[Enter the Legal name of the Contractor].                                                                                                                                                                                                                                                |                  |      |               |       |       |       |       |       |       |
| 1.2.1.2          | The Contractor's address for receipt of communications and notices is :<br>Telephone: ..... Facsimile: .....<br>E-mail : .....<br>Address (Postal) : ..... Address (Physical) : .....<br>.....<br>.....                                                                                           |                  |      |               |       |       |       |       |       |       |
| 6.8.3            | The variation in cost of special materials is :<br><table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table> | Type of Material | Unit | Rate or Price | ..... | ..... | ..... | ..... | ..... | ..... |
| Type of Material | Unit                                                                                                                                                                                                                                                                                              | Rate or Price    |      |               |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                             | .....            |      |               |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                             | .....            |      |               |       |       |       |       |       |       |

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**C1.3 : PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract of Construction Works, Third Edition (2015)

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means:

.....

Physical address:

.....

“Employer” means:

.....

“Contractor” means: .....

“Employer’s Agent” means:

.....

“Works” means: .....

“Site” means:

.....

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

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

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words:

.....

Type of Performance Guarantee: ..... (*Insert Variable of Fixed*)

“Expiry Date” means: ..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing of Performance Guarantee up to and including the date the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R .....

(Amount in words) .....

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R .....

(Amount in words) .....

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## 2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## 3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledge that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2:

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:



- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice or termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of the Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit, and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN NAMA KHOI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,

(Contractor/Mandatory/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 are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

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 and sworn to before me at ..... on this ..... day of ..... 20.....

.....

**Witness**

**Mandatory**

Signed and sworn to before me at ..... on this ..... day of ..... 20.....

**Witness**.....for and on behalf of

**NAMA KHOI 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 2014.
3. The Contractor shall appoint a Competent Person who shall be 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 familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, 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.

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|                               |
|-------------------------------|
| <b>PART C2 : PRICING DATA</b> |
|-------------------------------|

**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**

**C2.3 Daywork Schedule**

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

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**C2.1 : PRICING INSTRUCTIONS**

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.1.9** A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10** Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.11** The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :

|                      |   |                       |          |   |                  |
|----------------------|---|-----------------------|----------|---|------------------|
| ha                   | = | hectare               | h        | = | hour             |
| kl                   | = | kilolitre             | kg       | = | kilogram         |
| km                   | = | kilometre             | kW       | = | kiloWatt         |
| km-pass              | = | kilometre pass        | MN       | = | MegaNewton       |
| kPa                  | = | kiloPascal            | MN.m     | = | MegaNewton-metre |
| l                    | = | litre                 | %        | = | percent          |
| m                    | = | metre                 | PC sum   | = | Prime Cost sum   |
| mm                   | = | millimetre            | Prov sum | = | Provisional sum  |
| m <sup>2</sup>       | = | square metre          | No.      | = | number           |
| m <sup>2</sup> .pass | = | square metre-pass     | R/only   | = | Rate only        |
| m <sup>3</sup>       | = | cubic metre           | sum      | = | lump sum         |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | t        | = | ton (1 000 kg)   |
| MPa                  | = | MegaPascal            | W/day    | = | Work day         |

**C2.1.12** The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.

**C2.1.13** All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

**C2.1.14** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

**C.2.1.15 Payment for the Labour-Intensive Component of the Works:**

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or part of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**C.2.1.16 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The Contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/ hard copy formats:

- Certified ID copies of all locally employed labour;
- Signed Contracts between the employer and the EPWP participant;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP employees;
- Monthly reporting template as per EPWP requirements.

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C2.2: BILLS OF QUANTITIES

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**C2.3 : DAYWORK SCHEDULE**

**C2.3.1 GENERAL**

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

**C2.3.2 LABOUR COSTS**

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork, and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

| DESCRIPTION            | UNIT | RATE |
|------------------------|------|------|
| Unskilled labour       | hour |      |
| Semi skilled labour    | hour |      |
| Skilled labourer       | hour |      |
| Plumber                | hour |      |
| Foreman/Section leader | hour |      |
| Brick layer            | hour |      |
| Surveyor               | hour |      |

**C2.3.3 EQUIPMENT COSTS**

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

| DESCRIPTION                                                        | UNIT                         | RATE |
|--------------------------------------------------------------------|------------------------------|------|
| 1. Excavators<br>.....<br>.....<br>.....<br>.....                  | hour<br>hour<br>hour<br>hour |      |
| 2. TLB's<br>.....<br>.....<br>.....<br>.....                       | hour<br>hour<br>hour<br>hour |      |
| 3. Graders<br>.....<br>.....<br>.....<br>.....                     | hour<br>hour<br>hour<br>hour |      |
| 4. Scrapers<br>.....<br>.....<br>.....<br>.....                    | hour<br>hour<br>hour<br>hour |      |
| 5. Front-end loaders<br>.....<br>.....<br>.....<br>.....           | hour<br>hour<br>hour<br>hour |      |
| 6. Rollers<br>.....<br>.....<br>.....<br>.....                     | hour<br>hour<br>hour<br>hour |      |
| 7. Pneumatic tyre rollers<br>.....<br>.....<br>.....<br>.....      | hour<br>hour<br>hour<br>hour |      |
| 8. Small rollers<br>.....<br>.....<br>.....<br>.....               | hour<br>hour<br>hour<br>hour |      |
| 9. Trucks<br>(m <sup>3</sup> specified)<br>.....<br>.....<br>..... | hour<br>hour<br>hour         |      |

| DESCRIPTION                             | UNIT | RATE |
|-----------------------------------------|------|------|
| .....                                   | hour |      |
| 10. Water truck (litres specified)      |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 11. Tractor and trailer                 |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 12. "Shaunee" tractor                   |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 13. Crane truck<br>(tons specified)     |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 14. Compressor                          |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 15. Concrete mixer (litres specified)   |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 16. "Dumper" (m <sup>3</sup> specified) |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| .....                                   | hour |      |
| 17. Water pumps                         |      |      |
| 75 mm .....                             | hour |      |
| 100 mm.....                             | hour |      |
| 150 mm.....                             | hour |      |
| 18. Compactors (Plate)                  |      |      |
| .....                                   | hour |      |
| .....                                   | hour |      |

| DESCRIPTION         | UNIT | RATE |
|---------------------|------|------|
| .....               | hour |      |
| .....               | hour |      |
| .....               | hour |      |
| 19. Other equipment |      |      |
| .....               | hour |      |
| .....               | hour |      |
| .....               | hour |      |
| .....               | hour |      |
| .....               | hour |      |

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**PART C3 : SCOPE OF WORK**

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Occupational Health and Safety Specification**
- C3.7 Environmental Management**
- C3.8 Annexes**

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

**C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer's objectives are to upgrade the existing sport facility in Matjieskloof, increase capacity and functionality and to improve safety and compliance of the facility. The Municipality aims to enhance facility's accessibility and inclusivity as well as boost sustainability and cost-efficiency.

The project furthermore provides social and economic benefits to the local community.

The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprises by the main or lead partner contractors.

The successful contractor shall:

1. Subcontract a minimum of 5% of the total project value to targeted enterprises;
2. Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
3. Perform needs analysis on the targeted enterprise to identify developmental goals;
4. Provide internal mentorship support to improve the targeted enterprise/s performance;
5. Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
6. Monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
7. Submit a project completion report to the Employer's representative for each targeted enterprise

**C3.1.2 OVERVIEW OF THE WORKS**

The contract comprises of upgrading the existing sport facility in Matjieskloof.

**C3.1.3 EXTENT OF THE WORKS**

The works entails the following:

- Construction of grassed soccer/ rugby pitch
- Installation of irrigation system
- Refurbishment of existing building
- Renovation of toilet and change room facilities
- Construction of water storage tank
- Installation of spectator fence
- Refurbishment of one combination courts
- Water and sewer connections
- Electrification of buildings

#### **C3.1.4 LOCATION OF WORKS**

The site is located in the Nama Khoi Municipal Area, NC, 3km West of Springbok.

Access to the sites is via existing main roads.

Refer to Annex A for a Locality Plan

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**C3.2 : ENGINEERING**

**C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX**

Works designed by, per design stage:

Concept, feasibility and overall process ..... Employer

Basic Engineering and detail layout to tender stage ..... Employer (Engineer)

Final design to be approved for construction phase ..... Employer (Engineer)

Temporary Works ..... Contractor (Engineer)

Preparation of “as built” drawings ..... Contractor

**C3.2.2 DRAWINGS**

| Drawing No.            | Title                                                             |
|------------------------|-------------------------------------------------------------------|
| RIB-4840-100-1001-RevA | Cloakroom & Ablutions: Floorplan, Wndw and Door Schedule, Details |
| RIB-4840-100-1002-RevA | Cloakroom & Ablutions: Elevations, Sections and Site Plan         |
| RIB-4840-100-1003-RevA | Cloakroom & Ablutions: Foundation Plan                            |
| RIB-4840-100-1004-RevA | Cloakroom & Ablutions: Surfacebed Plan                            |
| RIB-4840-100-1005-RevA | Cloakroom & Ablutions: Guardhouse and Ticket Office               |
| RIB-4840-200-1001-RevA | Site Development Plan                                             |
| RIB-4840-200-1002-RevA | Irrigation Details, Marking Details (Rugby/ Soccer), Goalposts    |
| RIB-4840-200-1003-RevA | Combicourt: Surfacebed Layout, Marking Details, Fencing Details   |
|                        |                                                                   |
|                        |                                                                   |
|                        |                                                                   |
|                        |                                                                   |

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**C3.3 : PROCUREMENT**

**C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

**C3.3.1.1 Requirements**

The Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act No. 5 of 2000 will be applied during the adjudication of tenders. The method of calculation of points is set out in part T2.2-34 Schedule 21.

**C3.3.2 EMPLOYMENT OF LABOUR FORCE**

The maximum possible number of workers is to be employed from the local area. To this end the Contractor is required to give preference to the use of local area labour and limit the use of non-local labour to key personnel as far as practically possible.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Local area labour (Nama Khoi) is defined as people who reside in Ward 7. Local area unskilled labour must be employed.

The minimum wages shall be the National Minimum Wage, as set by the applicable law of the specific jurisdiction area. The minimum wage published by the Department of Employment and Labour, shall apply.

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers should have a fixed job description, and they must acknowledge their production requirements and responsibilities.

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### UPGRADING OF MATJIESKLOOF SPORT FACILITY

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#### C3.4 : CONSTRUCTION

##### CONTENTS

- 3.4.1 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.3 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.4 LOCAL PRODUCTION AND CONTENT
- 3.4.5 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.6 UNIVERSAL ACCESS

##### 3.4.1. APPLICABLE STANDARDISED SPECIFICATIONS

The following relevant standard specifications, as listed below, shall form the standard Specifications and apply to this contract:

The SANS 1200 Standard Specifications for Civil Engineering Construction prepared by Standards South Africa. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

The SANS standard Specification may be inspected, by appointment, at the offices of the Employer and the Consulting Engineers during normal office hours.

##### STANDARD SPECIFICATIONS

Where reference is made to the standard specifications in this contract, it shall mean the SANS 1200 standard specifications for civil Engineering Construction prepared by Standards South Africa. Amendments to the standard specifications are bound in the contract documents in Part B: Project Specifications.

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

|              |                        |                             |
|--------------|------------------------|-----------------------------|
| SANS 1200 A  | 1986                   | General                     |
| SANS 1200 AB | 1986                   | Engineers Office            |
| SANS 1200 C  | 1980 (as amended 1982) | Site Clearance              |
| SANS 1200 D  | 1988 (as amended 1990) | Earthworks                  |
| SANS 1200 DB | 1989                   | Earthworks (Pipe Trenches)  |
| SANS 1200 DM | 1981                   | Earthworks (Road, Subgrade) |
| SANS 1200 G  | 1982                   | Concrete (Structural)       |
| SANS 1200 L  | 1983                   | Medium Pressure Pipelines   |
| SANS 1200 LB | 1983                   | Bedding (Pipes)             |
| SANS 1200 LD | 1982                   | Sewers                      |
| SANS 1200 MJ | 1984                   | Segmented Paving            |
| SANS 1200 MK | 1983                   | Kerbing and Channelling     |

### 3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

Amendments to the standard specifications are included in this Part C: Project Specifications.

- i. The project specifications form an integral part of the contract documents and supplement the standard specifications.
- ii. In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project 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 civil engineering works, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed with a PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

#### VARIATIONS TO STANDARDIZED/PARTICULAR SPECIFICATIONS AND ADDITIONAL CLAUSES

The following variations and additions to the SANS 1200 Standardized Specifications referred to in PART A will be valid for this contract. The prefix "B A" indicates an amendment to SANS 1200 A, "B C" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200.

#### SANS 1200 A: GENERAL

##### PS A 1: SCOPE

*Replace subclause 1.1 with the following:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site."

## INTERPRETATIONS

### PS A 2.3: Definitions

#### 1. General

*Add the following definitions:*

“General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning.”

#### (c) Measurement and payment

*Replace the definitions for fixed charge, time-related charge and value-related charge with the following:*

“Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the contract.”

### PS A 2.4: Abbreviations

Abbreviations relating to standard documents

*Add the following abbreviation:*

“CKS: SANS Co-ordinating Specification.”

## A3 MATERIALS

### PS A 3.1: Quality

*Substitute the second sentence of the first paragraph of A3.1 with the following:*

“Materials shall bear the official mark of the appropriate standard.”

*Add the following:*

All products used on this contract shall, where a SANS specification exists for such product, conform to the specification and shall bear the inspection seal or brand mark of SABS (South African Bureau of Standards).

*Substitute the second paragraph with the following:*

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control test done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such test are required and must allow in his programme for the time necessary for the tests and the processing of the results thereof.”

### PS A 3.3: Ordering of materials

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere."

*Add the following new clause:*

### PS A 3.4: SANS Cement Specifications

'All cement used during construction shall comply with SANS 50197-1 specifications for cement. Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS 50197-1 "Cement compositions, specifications and conformity criteria Part 1: Common cements".

All cement products on site shall conform to the specification and shall bear the inspection seal or brand mark of the SABS (South African Bureau of Standards)."

*Add the following new clause:*

### PS A 3.4: SANS Bitumen Specifications

Where Reference is made in this specification or the standard specifications to the SABS/SANS bitumen specifications, the following new SANS specification shall apply:

SANS 4001-BT1:2014 – Penetration Grade Bitumen's

SANS 4001-BT2:2012 – Cutback Bitumen

SANS 4001-BT1:2014 – Anionic Bitumen Road Emulsion

SANS 4001-BT1:2014 – Cationic Bitumen Road Emulsion

SANS 4001-BT1:2014 – Inverted Bitumen Emulsion

*Add the following new clause:*

### PS A 3.5: General Materials

#### (a) SABS Compliance

All products used on this contract shall, where a SANS specification exists for such product, conform to the specification and shall bear the inspection seal or brand mark of the SABS (South African Bureau of Standards)."

### PLANT

### PS A 4.2: Contractor's Office, Stores and Services

*Add the following paragraph before the first paragraph:*

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

*Add the following to the second paragraph:*

“One toilet per 10 workmen shall be provided and must be screened from public view and their use shall be enforced. The contractor shall maintain them in a clean & hygienic state at all times”.

The contractor shall make arrangements if necessary for the removal of night soil.”

*Add the following to A 4.2:*

“The Contractors site agent or representative must be contactable at all times by phone. Should use be made of radio and or cellular-phones, these must be operational at all times with sufficient back-up batteries or recharging facilities.

There exists no housing facilities for the Contractor’s work force, and arrangements must be made by the Contractor to accomplish that as well as transport. The Contractor is solely responsible for their housing, or the arranging thereof, and no payment or extension of time will be allowed because of any delay and/or work damage that may arise. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours.”

### **PS A 4.3: Site Facilities Available**

#### **Source of Water Supply and Sewerage connection**

The Contractor shall make his own arrangements with the relevant authorities for obtaining water for construction and domestic purposes as well as a power supply and sewerage connection. The Contractor shall pay for the electricity, water and sewage at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary standpipe as required.

#### **Location of Camp Site**

The Contractor is responsible to arrange his own camp site.

#### **Housing for Contractor’s employees**

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

No housing on site shall be allowed.

## **A 5: CONSTRUCTION**

### **A 5.1: Survey**

#### **PS A 5.1.1: Setting out of the Works**

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

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

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons

shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control offline and level shall be provided by the Contractor at all stages of construction.

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

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

When required the Contractor shall, at his own expense, provide one labourer to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

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

#### **PS A 5.1.2: Preservation and replacement of beacons and pegs subject to the land survey act**

*Replace A5.1.2 with the following:*

"Immediately on taking over the site as well as after the placement of corner and erf pegs, after the completion of mass earthworks, the Contractor, under the direction of the Engineer, shall search for all pegs and the Contractor shall compile a list of such pegs that are apparently in their correct positions. The Contractor shall certify this list for future reference.

In the case where erf boundary pegs have already been placed, these pegs will be pointed out and handed over to the Contractor and he shall take all precautions necessary to ensure that such pegs and the pegs referred to in PSA 5.1.1 are not disturbed or destroyed. Any costs in connection with the replacement of pegs for which the Contractor is responsible in terms of Subclause 5.1.2 will be recoverable from the Contractor by deduction from the monthly certificate of payment.

All erf boundary pegs shall be verified by a Land Surveyor after the completion of all operations. All disturbed pegs shall be replaced at the Contractors expense."

#### **PS A 5.2: Watching, Barricading, Electric Lighting and Traffic Crossing**

*Add the following to A 5.2:*

"The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during day time. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with drums, reflecting tape and warning signs to the satisfaction of the Engineer.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences."

#### **PS A 5.4.1: Protection of the overhead and underground services**

*Add the following to A 5.4:*

##### **Wayleaves, Permissions and Permits**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any Wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

##### **Existing Services**

"Existing Service" shall include any service which has been temporarily taken out of service to allow for the execution of the works or which has been taken out of service as a result of an event which necessitated the execution of the works.

The Council has endeavoured to locate all services and sub-surface obstructions likely to be affected by the work from available record and from surveys, these being shown on the drawings. Although every care has been exercised in the presentation of the available data, the Council cannot and does not vouch for the accuracy or completeness of the information shown. Whenever the Contractor deems it necessary to determine the exact location of an existing service or obstruction, he shall, at his own expense, make any examination that he may consider desirable in advance of the work, and the Council does not accept any liability for loss, damage or delay to the Contractor as a result of the non-location or inaccurate location of services or obstructions.

Where no underground services are shown on the drawings or scheduled, but the possibility of their presence can be reasonably inferred, the Contractor shall in collaboration with the Engineer, search for such services to establish their positions well in advance of the work. A full report shall then be submitted in good time to the Engineer, to enable the necessary arrangements for the protection, removal or diversion of the services before work is commenced in their vicinity.

As soon as an underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor will be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the cost of making good such damage will be met by the Cape Town City Council, unless it is established by the Engineer that the Contractor did not exercise reasonable diligence and care and that the damage was avoidable.

In the event of damage to existing services, the Contractor shall take such immediate action as is necessary to prevent further damage or danger to life or property and shall immediately notify the Engineer who will issue instructions as to the necessary repairs or protective measures to be taken. The cost thereof shall be borne by the Contractor irrespective of whether the repairs or protective measures were carried out by him or by or on behalf of the service authority or department concerned.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates.

##### **Condition of existing services**

The Contractor acknowledges that he has inspected and examined all known existing services and all existing services subsequently discovered, as contemplated in Clause PS 8.11.1 and is satisfied that all such services were in an acceptable and serviceable state at the commencement of the works, alternatively, upon discovery thereof as contemplated in Clause PS 8.11.1.

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the commencement of the works or upon the discovery of such service, the Contractor shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

### **Maintenance and Protection of Existing Services**

During the course of the works, all existing services including watermains, sewers and stormwater reticulation, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Engineer. The Contractor shall bear all costs in this regard in respect of the services shown on the Contract Drawings.

Where on account of location or level, existing services have to be permanently altered to accommodate the proposed service, the Council will pay all charges in connection therewith.

Where a number of underground cables are crossed over a distance of 0,5m, they shall be regarded as a single crossing.

Hydrants under pressure, watermain valve covers and manholes shall be kept unobstructed and accessible at all times.

### **Work in Close proximity to existing Services**

The Contractor shall note that no mechanical excavators or vibratory type compactors may be used within three (3) metres of any telecommunications or electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

The Contractors attention is drawn to the following with regard to work done in proximity of ESKOM and other electrical services:

#### MACHINERY AND OCCUPATIONAL SAFETY ACT(Act No 6 of 1983) WITH REGULATIONS

D16(7) excavations

"The builder or excavator shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons"

#### THE ELECTRICITY ACT (ACT No 40 of 1958)

Section 51(3): Offences and penalties

"Any person without legal right (the proof of which shall be upon him) cuts or damages or interferes with any apparatus for generating, transmitting or generating electricity, shall be guilty of an offence and liable on conviction to a fine not exceeding R 1 000.00 or to imprisonment for a period not exceeding twelve months."

The Contractor shall take the above into account in the drawing up of his construction programme and in the calculation of his tendered rates, and shall note that no additional payment or compensation will be allowed for any additional costs or delays incurred as a result of compliance with these regulations, except as measured and paid under items listed in the schedule of quantities.

The Contractor shall allow all reasonable access to the representatives of any Authority or department for the purpose of maintaining, laying and/or relaying any services, cables or mains during the period of the Contract.

Permanent alterations to existing services ordered in writing by the Engineer, and for which no separate provision has been provided has been made in the Bill of Quantities, will be paid for under dayworks or extra works if required.

## A7: TESTING

### PS A7.3: Methods of testing

*Add the following to clause A7.3*

The Standard Methods of Testing Road Construction Materials to be used is the South African National Standards (SANS) 3000 series.

### PS A 7.4: Statistical analysis of control tests

*Replace A 7.4 with the following:*

“Test results will not be analysed by statistical methods, and all results must comply with the minimum requirements of the materials concerned.”

## A 8: MEASUREMENT AND PAYMENT

### A 8.1: Measurement

*Add the following subclause to A8.1:*

“B A 8.1.2: Freehaul and Overhaul

Notwithstanding any clauses in any of the Standardised Specifications or Standard Specification Section dealing with the definition, no measurement and/or payment for overhaul will be made. All haulage by machine will be considered to be freehaul and the cost thereof will be deemed to be covered by other rates in the Schedule of Quantities.”

### PS A 8.2: Payment

#### PS A 8.2.5: Adjusted payment for time-related items

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended:

|                          |   |                                                                  |
|--------------------------|---|------------------------------------------------------------------|
| Sum of Tendered amounts  |   | <u>Extended contract period as authorised by variation order</u> |
| for time – related items | X | Tender contract period                                           |

The abovementioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

#### PS A 8.5 (b) 1: Amount allowed provisionally by Engineer for work done by nominated

Sub-contractor.....Unit: Prov. Sum

*Add the following to A 8.5(b) (i):*

“Payment will be in accordance with Clause 6.6.1 of the General Conditions of Contract (Second Edition – 2010).”

PS A 8.5 (b) 2: Percentage allowed for supervision, management and co-operation with

nominated sub contractor.....Unit: %

Add the following to A8.5 (b) (ii):

“The tender percentage includes full compensation for supervision and control over the nominated sub-contractor, delays, profits, etc.

The percentage will be calculated on the final amount paid under PS A 8.5.”

## PS A 8.7: Daywork

Add the following:

“Daywork will be paid according to the percentage allowance method for items not included in a Schedule of Daywork rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Civil Engineering Work, second edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A daywork schedule will be provided for filling in the necessary information. A working day will consist of 8 hours per day only.”

Add the following sub-clause to A8.7:

### PS A 8.8.2: Accommodation of traffic..... Unit: Sum

Add the following to A 8.8.2:

The tendered rate covers all costs in respect of the supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights and flagmen that are required for the protection and safe guarding of the works (all as per the S.A. Road Traffic Signs manual) road note 13, for making the necessary traffic arrangements and arrangements with regards to the regulations in respect of moving and/or the re-erection of existing road signs, as well as other costs that may arise during construction in respect of the traffic. No old style signs shall be permitted.”

In addition to the above, the tendered rates must allow for the following with regard to each of the items:

#### (i) For Contractor’s Access

The rate for this item must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract.”

### PS A 8.8.5 (b) 2: Cost of survey in terms of the land surveying act..... Unit: Sum

Replace A 8.8.5 with the following:

“The amount covers all costs in respect of labour, materials and equipment needed for the finding, noting and compilation of a list and protecting of beacons and pegs, all of which are described in Clause 5.1.2 of SANS 1200 A.”

## PS A 8.10 ENVIRONMENTAL OBLIGATIONS

The Tenderer must allow for all costs and expenses in connection with the compliance with the Environmental management specification under the items below.

### PS A 8.10.1 Environmental aspects and impacts.....Unit: Sum

Payment of the sum tendered shall include full compensation for all costs resulting from complying with environmental specifications and requirements in terms of the Contract as specified (See C3.5 Management - Particular Specification E: Environmental Management Specification).

**PS A 8.10.2 Environmental Awareness training.....Unit: Sum**

Payment of the sum tendered shall include full compensation for all costs resulting from complying with environmental awareness training in terms of the Contract as specified (See C3.5 Management - Particular Specification E: item E5.2 Environmental Awareness Training).

**PS A 8.11 HEALTH AND SAFETY OBLIGATIONS**

The Tenderer must allow for all costs and expenses in connection with the compliance with the Occupational health and Safety Act No. 85 of 1993 and Construction Regulations 2014 under the items below.

**PS A 8.11.1 Health and Safety.....Unit: Sum**

The rate shall cover the costs for the provision and maintenance of health and safety regulations required in terms of Clause 5 (main contractor and subcontractor) of the Construction regulations (2014) of the Occupational Health and Safety Act. and the health and safety specifications (See C3.5 Management - Particular Specification H : Health and Safety Specification) for the duration of the contract. No other payments will be made in respect of the above-mentioned, and the Tenderer shall ensure that sufficient provision is made to cover these costs.

**PS A 8.11.2 Health and Safety Plan.....Unit: Sum**

The rate shall include risk assessments, as well as the development and implementation of safe work procedures and methods. No other payments will be made in respect of the above-mentioned, and the Tenderer shall ensure that sufficient provision is made to cover these costs.

**PS A 8.11.3 Health and Safety File.....Unit: Sum**

The rate shall cover the cost to provide and/or obtain information (drawings, designs, materials, operation and maintenance manuals etc.) that must be kept in the safety file, the co-operation/meetings with other parties, as well as the completion and maintenance of the file during the Contract. This file must be handed over to the Employer after completion of the Contract

No other payments will be made in respect of the above-mentioned, and the Tenderer shall ensure that sufficient provision is made to cover these costs.

## SANS 1200 AB: ENGINEER'S OFFICE

### AB 3: MATERIAL

#### PS AB 3.1: Nameboards

Two Nameboards must be erected on site, situated as specified by the Engineer. The boards will be as specified on the standard detail of the Nama Khoi Municipality in English and Afrikaans.

#### PS AB 3.2: Office Buildings

*Replace the second sentence of AB 3.2 with the following:*

~~The area of the office for the Engineer shall be at least 18 m<sup>2</sup>. The offices shall be supplied complete with desks, filing cabinets and steel cupboards. The Contractor shall provide the Engineer with a complete telephone service on a separate exchange line not connected to the Contractor's line or switchboard. A rain gauge shall be of an approved plastic type mounted externally on a sturdy pole in a position approved by the Engineer. All floors shall be of 20 Mpa concrete, not be less than 100 mm in thickness, be adequately damp-proofed and shall have a steel float finish. All floors shall be covered with fixed industrial type carpets. Doors shall be provided to all office units. All doors shall be lockable from either side. All windows shall be suitably protected against the entry of direct sunlight by means of vertical blinds and supplied with approved burglar proofing. Electric lighting shall be provided for all office accommodation and external roofed areas on the basis of two x 80 watt fluorescent lights for every 12 m<sup>2</sup> or part thereof of floor space. Lighting and electricity to all power points shall be provided 24 hours a day. Suitable description, designation or name boards as directed by the Engineer, with lettering 35 mm in height, shall be affixed to the door of each office or unit at no extra payment. Fire extinguishers shall be provided for office accommodation on the basis of one 2.5 kg BCF type fire extinguisher for every 24 m<sup>2</sup> of floor space provided or portion thereof. All furniture, equipment and fittings provided by the Contractor shall be new unless otherwise agreed with the Engineer. The offices must have an adjacent carports with the minimum dimensions of 6 m x 6 m with a free draining, wearing course sub-base floor. The roof must be built in such a way that a vehicle will be shielded against the sun throughout the day. An approved shade net may be used for the sides to comply with the above mentioned requirement.~~

~~The office shall be fenced with a 3 m high diamond mesh security fence with a single overhang incorporating one 3 m high, 5 m wide double leaf security gate fitted with a padlock and chain. No separate payment will be made for the fencing and gates of the Engineer's offices and the cost thereof shall be deemed to be included in other payment items.~~

~~Engineers ablution facility for exclusive use of Engineers staff to be trailer type unit, SANITECH or equivalent approved:~~

- ~~• toilets in one unit~~
- ~~• Hand wash station with fresh water (100l)~~
- ~~• Mobile – easy to move and stable when parked.~~
- ~~• Supplied with toilet roll holder & paper, hand wash basin, soap dispenser, including soap and paper towel dispenser including paper~~
- ~~• 250l waste capacity~~
- ~~• Serviced weekly~~
- ~~• Lockable, padlock to be provided~~

*Substitute sub-paragraph (j) in AB 3.2 with the following:*

j) Provision of an approved 16 000 BTU air-conditioner in each room.

k) 10 m<sup>2</sup> of softboard notice boards and a white board 1m x 1.5m in each room.

## AB 4: PLANT

### PS AB 4.1: Telephone

*Substitute AB 4.1 with the following:*

The Contractor shall supply one cellular phone and a 3g card for exclusive use by the Engineer for official purposes with prior approval from the Engineer.

The Contractor must also supply and maintain and a colour photocopy machine and scanner in his offices for the duration of the contract and allow the Engineer to use it for official purposes.

## AB 5: CONSTRUCTION

### PS AB 5.1: Name boards

*Add the following to AB 5.1:*

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the positions indicated by the Engineer. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer.

The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

### PS AB 5.6: Survey Equipment

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tacheometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod and two staffs;
- b) one automatic level plus tripod and staff;
- c) 20 m and 50 m measuring tape; and
- d) one measuring wheel

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall provide proof, at the start of the contract, that the tachometer and level have recently been serviced by an acceptable institution.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

## PS AB 8: MEASUREMENT AND PAYMENT

### PS AB 8.2.2: Telephone, Fax machine, Photocopy machine, Survey Assistants, Equipment, ETC

No payment will be made in respect of the above-mentioned, and all the costs concerned will be deemed covered by the unit prices for the Contractors' facilities.

### PS AB 8.3 Water, electricity and sewage.....Unit: Sum

The contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity, the cost of which will be deemed to be included in the tendered rates.

## SANS 1200 C: SITE CLEARANCE

### PS C3: MATERIAL

#### PS C 3.1: Disposal of material

*Substitute the first sentence of C 3.1 with the following two paragraphs:*

Material obtained from clearing and grubbing and unusable rubble shall be disposed of off-site at a licensed spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the engineer. All transport costs shall be included in the rates tendered for site clearance and removal of unusable rubble.

Material obtained from demolition of concrete foundations, dismantling of concrete pipes, removal of concrete roads and driveways, removal of asphalt from roads and sidewalks demolishing of stormwater structures of brick and concrete, kerbs and channels or any other brick and concrete units shall be disposed of off-site at a recycling plant to be identified and procured by the Contractor. All transport costs shall be included in the rates tendered for under the appropriate pay items.

### PS C5: CONSTRUCTION

#### PS C 5.1: Areas to be cleared and grubbed

*Substitute the first sentence of C 5.1 with the following:*

Only road reserves, channel and pipeline routes and areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

*Substitute the last paragraph with the following:*

The Contractor shall program his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

### PS C 8: MEASUREMENT AND PAYMENT

#### PS C 8.2.11 Sawing of existing asphalt and concrete for sidewalks, roads and driveways.....Unit: m<sup>2</sup>

The unit of measurement shall be the square meter of saw-cut area calculated in accordance with the authorized length of saw-cut and the average saw depth. The saw cut area shall be measured on one vertical cut face only. The tendered rate shall include full compensation for all material and sawing costs and for saw-cut the asphalt in accordance with the specification. Payment will not distinguish between the various depths of sawing irrespective of the number separate cuts which may be required to saw the layer to the required depth.

#### PS C. 8.2.12: Remove and recycle various existing concrete, asphalt and brick units from site.....unit:m<sup>3</sup>

The tendered rates shall include full compensation for fees to be paid for recycling the concrete, asphalt and brick materials at a recycling site identified and procured by the contractor, providing all

labour and equipment, excavations, for lifting the concrete materials and for loading and transporting the concrete materials from the site to the recycling site. Concrete, asphalt and brick materials include the material mentioned under PS C 3.1 second paragraph. Proof of payment must be provided to the Engineer before payment of this item will be certified.

#### PS C. 8.2.13: Remove and spoil unusable rubble material from site to licensed spoil site.....unit: m<sup>3</sup>

The tendered rates shall include full compensation for fees to be paid for spoiling at the licensed spoil site identified and procured by the Contractor, providing all labour and equipment, excavations, for loading and transporting the rubble materials from the site to the licensed spoil site. Proof of payment must be provided to the Engineer before payment of this item will be certified.

**PS C. 8.2.14: Remove, stockpile and maintain at contractors camp site for re-us**

- a) Paving from driveways & roads .....m<sup>2</sup>
- b) Base/Subbase (crusher run or laterite) from existing sidewalks, verges and roads .....m<sup>3</sup>
- c) Barrier kerb .....m
- d) C1 Channel .....m
- e) E1 Edging .....m
- f) CK5 .....m
- g) MK10 .....m
- h) Concrete Bollards .....No
- i) Concrete Posts .....No

The tendered rates shall include all costs to remove, transport, stockpile and maintain acceptable items for re-use from site to the contractors camp or a demarcated area on site approved by the engineer

**PS C. 8.2.15: Dismantle structured metal, wood work and store at contractors camp for re-use.....unit: m<sup>3</sup>**

The tendered rate shall include all costs to dismantle, remove, transport, stockpile and maintain acceptable items for re-use from site to the contractors camp or a demarcated area on site approved by the engineer.

**PS C. 8.2.16: Take down, secure and re-erect existing boundary fence/wall for: .....unit: m<sup>3</sup>**

The tendered rate shall include all cost of taking down fences and boundary walls, temporary securing applicable properties from any unwanted access during construction and re-erecting existing fences/walls as per listed types.

NOT FOR SUBMISSION PURPOSES

## SANS 1200 D: EARTHWORKS

### PS D 2: INTERPRETATIONS

#### PS D 2.1: Supporting Specifications

*Replace subclause 2.1.2 with the following:*

“PSD 2.1.2: Any of the other SANS 1200 specifications may form part of the contract documents.”

#### PS D 2.3: Definition

*Replace the definition “Borrow” with the following:*

“Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorized widening of excavations. ‘Borrow’ shall have a corresponding meaning.”

*Replace the definition “Specified density” with the following:*

“Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density.”

*Replace the definition “Stockpile” with the following:*

“Stockpile (Verb): The process of selecting and, as maybe necessary, loading, transporting and off-loading material in a designated area for later use and a specific purpose.”

*Add the following definitions:*

“Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to below the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The in situ material on which a fill is to be constructed.

Placing: Placing shall mean spreading of backfilling material, watering, mixing, compacting, final grading, complying with the required tolerances and providing for testing, all in accordance with the requirements of the specification.”

### PS D 3: MATERIALS

#### PS D 3.3: Selection

## PS D 5: CONSTRUCTION

### PS D 5.1: Precautions

#### PS D 5.1.2.2: Detection, location and exposure

*Add the following to D 5.1.2.2:*

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before commencing with construction. After locating the exact position of services the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the record drawings.

#### PS D 5.1.4.1: Dust nuisance

*Add the following to D 5.1.4.1:*

The Contractor is responsible for dust control and is responsible for all claims which may arise from dust disturbance from the date of site handover to the date of completion of the contract. No payment will be made in respect of the above mentioned and all costs will be deemed as covered by the tendered rates.

#### PS D 5.1.6: Road traffic control

*Add the following to D 5.1.6:*

- (a) Sufficient road signs must be erected in such a way that motorists are warned well in advance of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- (b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided.
- (c) Where a trench crosses a street or wherever a trench crosses the direction of traffic flow, barriers must be placed in the street, and not just along the sides of the street, with warning tape in between. (Drums may be used in lieu of delineators/barriers, only where approved by the Engineer).
- (d) Drums shall be painted white and provided with retro-reflective warning tape between and around them.
- (e) Drums shall be kept in position with ballast of sand or soil (sufficient only to prevent being blown over and not more than one third full). Stones shall not be used for this purpose. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.

### PS D 5.2: Methods and Procedures

#### PS D 5.2.2.3: Disposal

*Substitute the second sentence of D 5.2.2.3 with the following:*

Surplus material, which is suitable for fill, shall be transported to open erven areas on the site, to be designated by the Engineer, spread and compacted as fill.

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the contractor. 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.

## PS D 8: MEASUREMENT AND PAYMENT

### PS D 8.3.8: Existing Services

#### PS D 8.3.8.1: Location

##### PS D 8.3.8.1 (c): Digging of trial holes by hand to expose existing services.....Unit: m<sup>3</sup>

*Add the following to D 8.3.8.1(c):*

Excavation by hand to expose existing services shall only be measured and paid for if so ordered in writing by the Engineer. The rate shall cover the cost of labour, plant and material for the excavation, temporary stockpile of material and the backfill of material compacted to the same density or higher than the immediate surrounding area.

##### PS D 8.3.11.4: Straw-stabilization.....Unit: ha

The tendered rate shall include all costs to supply, spread and rotivate or harrow the straw 100 mm deep into the sand. (1 bail per 10 m<sup>2</sup>)

## SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

### PS DB 3: MATERIALS

#### PS DB 3.1: Classes of excavation:

*Add the following:*

Where it is a requirement that labour intensive methods be used, PS D 3.1.2 will apply.

#### PS DB 3.5: Backfill Materials

*Add the following to DB 3.5.:*

- a) *Substitute* "from trenches" in DB 3.5(a) with "from trenches, channels or street excavations".
- b) All pipe trenches underneath the roadway must be backfilled with sand of upper selected layer quality compacted to 100% of the modified AASHTO maximum density. Sand is defined as non-plastic material and complies with the following sieve analysis:

|           |                |             |
|-----------|----------------|-------------|
| % passing | 4.740 mm sieve | 95% minimum |
|           | 0.425 mm sieve | 50% minimum |
|           | 0.075 mm sieve | 10% maximum |

*Add the following:*

- c) Cement-stabilised backfilling

Backfilling shall be stabilised with 5 % cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5 % cement and shall be compacted in layers of 100 mm thick to 90 % of modified AASHTO density.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary.”

### **PS DB 3.6: Materials for reinstatement of roads and paved areas**

#### **PS DB 3.6.1: Subbase and Base**

*Substitute DB 3.6.1 with the following:*

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.

#### **PS DB 3.7: Selection**

*Replace the words “if he so wishes” in the first line of the second paragraph with the words “at his own cost”.*

#### **PS DB 3.9: Hand excavatable material**

#### **PS DB 4: PLANT**

##### **PS DB 4.1: Excavation equipment**

*Add the following to DB 4.1:*

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

#### **PS DB 5: CONSTRUCTION**

##### **PS DB 5.1: Precautions**

##### **PS DB 5.2: Minimum base widths specified**

*Substitute paragraph (b) of DB 5.2 with the following:*

The minimum base width for all pipes with a diameter less than 125 mm shall be 600 mm plus the outside diameter of the pipes, irrespective of the depth at which they are laid. Where two pipes are placed in the same trench, they shall be 300 mm apart and the specified side allowance will still apply.

##### **PS DB 5.4: Excavation**

*Add the following to DB 5.4:*

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

All excavation for pipes must be done according to the trench excavation method, and not to the fill method. No additional payment extra over to that listed under item 8.3.3 will be made for pipes, culverts or any other structure that falls within the road or fill layers. Trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road crossings where the minimum cover shall be 1000 mm.

## PS DB 5.5: Trench bottom

*Substitute “90%” in the second paragraph of DB 5.5 with “93% (100% for sand)”.*

## PS DB 5.6: Backfilling

### PS DB 5.6.2: Material for backfilling

*Substitute “from trench excavations” in the first paragraph for DB 5.6.2 with “from trench, channel or street excavations”.*

### PS DB 5.6.3: Disposal of Soft Excavation Material

*Add the following to DB 5.6.3:*

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled off.

## PS DB 5.7: Compaction

### PS DB 5.7.2: Areas subject to traffic loads

*Add the following to DB 5.7.2:*

All pipe trenches that fall in the street reserves, will be regarded as areas subject to traffic loads.

Sand backfilling shall be compacted to 100% of Mod.AASHTO density.

## PS DB 8: MEASUREMENT AND PAYMENT

### PS DB 8.1: Basic principles

**PSDB 8.1.1** *Replace the last section of subclause 8.1.1 “..... surplus material along the route of the pipeline within 0,5 km of the source”, with “..... surplus material within the freehaul distance of the site boundaries.”*

**PS DB 8.1.2 (b)** *Replace the depth increments of 1 m with 0,25 m for hand-excavation, and with 0.5 m for machine excavation.*

### PS DB 8.2: Computation of quantities

#### PS DB 8.2.4: Shoring

*Add the following to DB 8.2.4:*

No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation.

### PS DB 8.3: Scheduled items

#### PS DB 8.3.2: Excavation

**PS DB 8.3.2 (a):** **Excavate in materials for trenches, backfill, compact and dispose of surplus Material..... Unit: m**

Add the following to D 8.3.2 (a):

The depth of excavation in street reserves and other areas shall be measured from the final finished level to the invert level of the pipe.

The rates for trench excavation and excavations for subsoil drains must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling, levelling and compacting the material to 90% (100% for sand) of Mod.AASHTO at a spoil site as described in PS D 5.2.2.3.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal.

In the case of subsoil drains, this rate must allow for the supply of suitable free draining sand from above the geotextile up to 200 mm below the surface level.

**PS DB 8.3.2 (d): Excavation by hand to expose existing services..... Unit: m<sup>3</sup>**

The provision of subclause PS D 8.3.8.1 (c) shall apply mutatis mutandis.

**PS DB 8.3.3: Excavation Ancillaries**

**PS DB 8.3.3.3: Compaction in road reserves..... Unit: m<sup>3</sup>**

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket. No payment will be made where sand, compacted to 100% of Mod.AASHTO, is used for backfill. All A3-type sands will qualify as sand. The volume measured for payment under this item will be determined from the final finished level.

**PS DB 8.3.3.4: Overhaul.....Unit: m<sup>3</sup> or m<sup>3</sup>.km**

Add the following:

Where it is a requirement that labour intensive methods be used, PS D 8.3.6 shall apply.

**PS DB 8.3.5: Existing services that intersect or adjoin a pipe trench**

**PS DB 8.3.5 (a): Services that intersect a trench..... Unit: no**

Add the following to DB 8.3.5 (a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the cost of the following:

- (i) Sufficient photo's of existing services being taken and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services.
- (ii) Reinstatement of existing services damaged by the Contractor.
- (iii) Reinstallation of services which were removed by the Contractor.

**PS DB 8.3.5 (b): Services that adjoin a trench..... Unit: no or m**

*Add the following to DB 8.3.5 (b):*

The unit “number” will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the schedule of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the services will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, of if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.

**PS DB 8.3.5.3: Rates**

*Add the following:*

- (d) “This rate shall also cover the additional cost of detection, exposure, hand excavation, protection, alteration and backfill with selected material (the last if outside trench dimensions).
- (e) An existing service that has been abandoned at the time it is crossed will not be measured.”

**PS DB 8.3.6.1: Reinstate road surfaces, complete with all courses..... Unit: m<sup>2</sup>**

The layer works to be allowed for under this item are as follows below. The cost of the imported material to be used in terms of PS DB 3.6.1, and for surfacing to be included in this rate are:

|                   |                              |
|-------------------|------------------------------|
| For asphalt roads | MC 30 prime or equivalent    |
|                   | 40mm Wearing course “Type A” |
|                   | 150mm G4 base course         |
|                   | 150mm G5 subbase             |
|                   | 150mm G7 selected subgrade   |
| For gravel roads  | 150mm G4 base course         |
|                   | 150mm G5 subbase             |
|                   | 150mm G7 selected subgrade   |

|                                           |                                                                                                                      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| For segmented paving                      | 80mm interlocking or 60mm bond concrete pavers<br>20mm sand<br>150mm G5 subbase<br>150mm G7 selected subgrade        |
| For cycling lanes, pathways and driveways | MC 30 prime or equivalent<br>25mm Fine continuously graded asphalt<br>100mm G5 subbase<br>150mm G7 selected subgrade |

**PS DB 8.3.6.1: Reinstate landscaped areas ..... Unit: m<sup>2</sup>**

Landscaped areas to be reinstated with topsoil from stockpile and vegetation to previous state or better.

**PS DB 8.3.8: Handling of seepage in trench excavations**

The rates for excavation must include any costs for action needed to deal with water in the excavation.

**SANS 1200 LB: BEDDING (PIPES)**

**PS LB 3: MATERIALS**

**PS LB 3.1: Selected granular material**

*Substitute LB 3.1 with the following:*

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve and a PI not exceeding 6.

**PS LB 3.2: Selected fill material**

*Substitute LB 3.2 with the following:*

The requirements of PS LB 3.1 shall apply mutatis mutandis.

**PS LB 3.3: Bedding**

*Add the following to LB 3.3:*

All pipes shall be classified as rigid pipes and shall be laid on a Class D bedding except water connections and HDPE pipes which shall be classified as flexible pipes. Where the trench bottom is unsuitable for a Class D bedding, the pipe will be laid on a Class B bedding on written instruction of the engineer.

**PS LB 3.4.1: Suitable material available from trench excavation**

*Replace the first sentence of LB 3.4.1 with:*

Irrespective the requirements of subclause 3.7 of SANS 1200 DB and subclause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

## PS LB 5: CONSTRUCTION

### PS LB 5.1: General

#### PS LB 5.1.2: Details of bedding

*Add the following paragraph:*

“The dimension “X” for flexible and rigid pipes as indicated on drawing LB-1 will be 150 mm unless otherwise indicated on the drawing. The dimension “X” will be measured from the invert of the pipe.”

#### PS LB 5.1.4: Compacting

Substitute “90% of MODAASTHO” in LB 5.1.4 with “93% of MODAASHTO (100% for sand)”.

## PS LB 8: MEASUREMENT AND PAYMENT

### PS LB 8.1: Principles

#### PS LB 8.1.1: Supply of bedding materials measured separately

*Add the following to LB 8.1.1:*

Payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

#### PS LB 8.1.3: Volume of bedding materials

*Add the following to paragraph (b):*

“The depth of bedding as specified in PS LB 5.1.2 is applicable. The volume of bedding material displaced by the pipeline shall not be included in the calculation of the volume of bedding material.”

#### PS LB 8.1.4: Separate items for cradle and blanket

*Substitute LB 8.1.4 with the following:*

Although distinction may be made as regards items for the bedding cradle and selected fill blanket, the material in both cases shall comply with the requirements for material for bedding cradle.

#### PS LB 8.1.5: Disposal of displaced material

*Add the following to LB 8.1.5:*

Excess displacement material must be disposed of at the dumping site as specified in clause PS D 5.2.2.3.

Where it is a requirement that labour intensive methods be used, PS DB 8.3.3.4 shall apply to freehaul and overhaul.

#### PS LB 8.1.6: Freehaul

Notwithstanding what is specified in subclauses 8.2.1, 8.2.2.2, 8.2.2.3 and 8.2.4, the freehaul distance for disposal of all displaced (surplus) material, shall be within the boundaries of the site of works or where labour intensive methods are specified, the freehaul and overhaul distances are as specified in PS D 5.2.5.1 and PS D 5.2.5.2”

PS LB 8.2.1: Provision of bedding from Trench Excavation.....Unit: m<sup>3</sup>

*Replace the paragraph “the rate shall .....” with the following:*

“The rates shall cover the cost of acquiring, from within site boundaries, bedding that complies with the relevant requirements of the specifications, of delivering it to points alongside the trench spaced to suit the Contractor’s methods of working, and of disposing of displaced material outside the site boundaries.”

NOT FOR SUBMISSION PURPOSES

## **SABS 1200 LD: FOUL SEWER**

### **LD 3 : MATERIALS**

#### **PS LD 3.1.5: Pipes, fittings and pipe joints**

Add the following:

All uPVC pipes shall be heavy duty series 34.

#### **PS LD 3.5: Manholes, chambers, etc.**

##### **PSLD 3.5.4: Concrete**

Replace the sentence with the following:

Only dolomite aggregate and low alkali sulphate resistant cement to SABS 471 shall be used for all concrete, mortar or screeding.

##### **PL LD 3.5.5: Bricks**

*Add the following:*

"Bricks shall be engineering bricks complying with the requirements of SANS 227."

##### **PS LD 3.5.7: Step irons**

Substitute LD 3.5.7 with the following:

Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar. The installation of the step shall be in accordance with the specification of the manufacturer.

##### **PS LD 3.5.8: Manhole covers and frames**

Replace clause 3.5.8 with the following:

Covers and frames for manholes shall be heavy duty hinged type ductile iron cover and frame in compliance with EN124-D400 as per SANS 50124. The manufacturer shall be in possession of the relevant ISO or SABS Mark Permit.

##### **PS LD 3.6: Marker posts**

Add the following to LD 3.6:

The marker must be a 1200mm steel fencing Y standard pole protruding 200mm above finished ground level directly above the end of the sewer house connection point with wire connected from the pole to the endcap of the connection and painted brown.

### **LD 5: CONSTRUCTION**

#### **LD 5.4: Connections to manholes**

Add the following to LD 5.4:

If the gradient of a pipe is more than 1:10, a vertical bend shall be used to connect up to the manhole. The Contractor shall take care that no low point is formed in the pipe as a result of the bend. If a pipe lies at a gradient of 1:10 (5,71°), A 11,25° bend cannot be used since a bend with an angle larger than the grade of the pipe will result in a low point. It is then responsibility of the Contractor to shorten the bend in order to create the required angle. For pipes with a gradient of up to 1:10, the angle can be taken up by a joint in the manhole and if required, also by the joint between the short-length and first full pipe.

## **LD 5.6: Manholes, inspection chambers, etc.**

### **PS LD 5.6.1: General**

Substitute LD 5.6.1 (a) with the following:

Manholes shall be constructed in accordance with the drawings.

1. Final cover levels of manholes in streets and paved areas shall be to the same level as the street or paved area.
2. On gravel sidewalks, lawns and garden areas the cover level shall be 20 mm above the final ground level.
3. In midblock sewers it shall be 50 mm minimum above ground level.
4. In the veld 200 mm above normal ground level.

Where FC manholes are specified they must be bitumen dipped and if the manhole needs to be raised by more than 300 mm, FC sections with the same diameter shall be installed and sealed with Sikaflex-Pro 2HP or similar approved Lifting holes must also be plugged and sealed with Sikaflex-Pro 2HP..

### **PS LD 5.6.2: Benching**

Add the following to LD 5.6.2.3:

Benching for all manholes except those with sandtraps shall be in accordance with drawing no LD-3 in SABS 1200 LD.

### **PS LD 5.6.3: Step irons**

Add the following to LD 5.6.3:

Step irons shall only be installed in manholes deeper than 1,2 m.

### **PS LD 5.6.4: Brick manholes**

Add the following to LD 5.6.4.3:

Walls of brick manholes, shall be plastered internally as shown on drawing LD-3. Manholes shall not be extended above the concrete roof slab by more than 300 mm with brickwork.

### **PS LD 5.11: Internal erf connections**

All sewer connections shall be laid at a minimum gradient of 1:60, except where otherwise ordered by the Engineer. Where steeper gradients can be achieved, the levels of other services must be taken into account. Connections should not be shallower than 1.0 m at a point 1.0 m inside the erf unless minimum grades do not allow this, in which case permission is required from the Engineer.

### **PSLD 5.12: Marker for sewer erf connection**

The marker must be a 1200mm steel fencing Y standard pole protruding 200mm above finished ground level directly above the end of the sewer house connection point with wire connected from the pole to the endcap of the connection and painted brown.

### **PSLD 5.13: Backfilling around manholes**

Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200

LB Subclause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB Subclause 3.5.

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces."

## LD 7: TESTS

### PS LD 7.1: General

Add the following to LD 7.1.5:

All tests shall be repeated after the completion of backfilling of pipe trenches.

### PS LD 7.2: Tests and Acceptance/Rejection criteria

#### PS LD 7.2.6: Watertightness of Manholes

Add the following:

Manholes will be inspected at the end of the first winter after completion. No ingress of groundwater into the manhole will be allowed.

Should any manhole fail to pass the inspection to the satisfaction of the Engineer, the fault or faults shall be made good by the Contractor at his own expense according to methods approved by the Engineer and the work shall be inspected again. The cost of all extra work and inspection shall be borne by the Contractor.

## LD 8: MEASUREMENT AND PAYMENT

### LD 8.2: Scheduled items

#### PS LD 8.2.3: Manholes .....Unit : no

The rate shall cover the cost of additional excavation, roof slabs, reinforcement, brickwork, plaster, benching, step irons where required, covers and frames, short sections of inlet and outlet pipes, and backfilling, as well as transport of the manhole/rings from the yard, if applicable.

#### PS LD 8.2.4: Extra over Item 8.2.3 for backdrops, etc.....Unit : no

Add the following to LD 8.2.4:

a) Backdrop: Backdrops will be measured in different depth categories. The rate must include for all additional excavation, backfilling, pipe couplings, special fittings, bedding, selected backfill, concrete, compaction of fill and disposing of excess material with-in 0.5 km.

#### PS LD 8.2.7: Concrete encasement.....Unit : m<sup>3</sup>

The rate shall cover the cost to encase the pipe with a minimum concrete cover of 200 mm around the pipe. The concrete must be of 15 MPa strength.

**PS LD 8.2.11: Connection to existing sewer manhole with pipe.....Unit : No.**

Add the following to LD 8.2.11:

The tendered rate must allow for all associated work to break into an existing sewer manhole, the handling of the sewer flow in the existing system, the coupling of the old and new system, and the alteration of benching in the existing manhole. The excavation for the pipeline, the backfilling and all materials and spoil of excess materials will be include in the rate.

**PS LD 8.2.13: End caps.....Unit : no**

The tendered rate must allow for the supply and fitting of a 110 mm dia end cap.

**PS LD 8.2.14: Connection to existing sewer pipe.....Unit : no**

The rate shall cover the cost of excavation by hand to expose the existing pipe, cutting into the pipe, supply and installation of a junction piece, reducer, 45 deg bend and rodding eye and of the backfilling as well as of handling the sewage flow during construction.

**PART C: PARTICULAR SPECIFICATIONS**

This part of the Scope of works contains comprehensive additional specifications for matters not covered by and work which is not carried out in terms of the standard specifications.

The number of each clause and each payment item in this part of the project specification is prefixed with a "P" to differentiate these clauses and items as particular specifications.

The following additional specifications are covered under this part of the Project Specifications.

**3.4.3. WAYLEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

**1 PARTICULAR SPECIFICATION NR 1: GENERIC LABOUR-INTENSIVE SPECIFICATION**

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis, daily labour reports to the Engineer indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.

**Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any construction projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

## MEASUREMENT AND PAYMENT

Add the following:

### ITEM UNIT

1.5.5 Extra over sub-item for branding of EPWP PPE .....Lump Sum

Measurement shall be as specified for pay item 1.5.4 of the bill of quantities

**THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.**

### EPWP signboard

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

## **B1231 COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

### **(a) Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of \_\_\_\_ (insert time) and \_\_\_\_ (insert time) and at other time as the need arises. His normal working day will extend from \_\_\_\_ morning until \_\_\_\_ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

### **b) Payment for the community liaison officer**

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

### **(c) Period of employment of the community liaison officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

## **COMMUNITY PARTICIPATION**

### **2.1 Purpose**

In order to give effect to the need for participation and transparency in the process of appointing

labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

## **2.2 Structure and Composition**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

## **2.3 Procedures**

- 23.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.
- 23.2 The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

## **2.4 Tasks of the PLC**

- 24.1 To assist with community liaison and resolution of disputes.
- 24.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- 24.3 To advise on and monitor labour issues.
- 24.4 To assist in resolving labour disputes.

## **2.5 Assistance to the PLC**

- 25.1 The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

### **C3.1.7.1 Payment for the Labour-Intensive Component of the Works:**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

### **C3.1.7.2 Applicable Labour Law**

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

### **C3.1.7.3 Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

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

#### **C3.1.7.4 Terms of Work**

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

#### **C3.1.7.5 Normal Hours of Work**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - a. more than forty hours in any week
  - b. on more than five days in any week; and
  - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **C3.1.7.6 Meal Breaks**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **C3.1.7.7 Special Conditions for Security Guards**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

#### **C3.1.7.8 Daily Rest Period**

- (a) Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

#### **C3.1.7.9 Weekly Rest Period**

- (a) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

#### **C3.1.7.10 Sick Leave**

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days’ sick leave in a year

- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (g) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (h) An employer must pay a worker sick pay on the worker's usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (j) absent from work for more than two consecutive days; or
- (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **C3.1.7.11 Maternity Leave**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
  - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - b. if agreed to between employer and worker; or
  - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

#### **C3.1.7.12 Family responsibility leave**

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

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

#### **C3.1.7.13 Statement of Conditions**

An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

#### **C3.1.7.14 Keeping Records**

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

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants

- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of **R 120 per day** or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
  - a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
  - a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### C3.1.7.16 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - a. repay any payment except an overpayment previously made by the employer by mistake;
  - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - c. pay the employer or any other person for having been employed.

#### C3.1.7.17 Health and Safety

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

### C3.1.7.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

### C3.1.7.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

### C3.1.7.20 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

### C3.1.7.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

### C3.1.7.22 Provision of Handtools

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

### C3.1.7.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) Plant utilization returns

Progress report detailing production output compared to the programme of works

## UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

## B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

### Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

### Material

Where possible, the contractor shall source material from within ## km of the site utilizing local labour. The material which may be sourced from site includes:

- Bedding and blanket material

### Task Based Activities

Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

## REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

### EPWP Project Specification

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

### EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- C.1.1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- C.1.2. The rate of pay set for the EPWP is R.....per task or per day.
- C.1.3. Tasks established by the contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and b) the weakest worker completes 5 tasks per week in 55 hours or less.
- C.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- C.1.5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- C.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a) 60 % women;
  - b) 55% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.

### B2204 CONSTRUCTION METHODS

Add the following:

"in all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified aashto density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"

The generic labour-intensive specification below is the same as SANS 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

### SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a. Trenches having a depth of less than 1.5 metres
- b. Stormwater drainage

### PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail.

## HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a. granular materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. cohesive materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

NOT FOR SUBMISSION PURPOSES

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

| GRANULAR MATERIALS |                                                                                                              | COHESIVE MATERIALS |                                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONSISTENCY        | DESCRIPTION                                                                                                  | CONSISTENCY        | DESCRIPTION                                                                                                                                                                        |
| Very loose         | Crumbles very easily when scraped with a geological pick.                                                    | Very soft          | Geological pick head can easily be pushed in as far as the shaft of the handle.                                                                                                    |
| Loose              | Small resistance to penetration by sharp end of a geological pick.                                           | Soft               | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.                                                    |
| Medium dense       | Considerable resistance to penetration by sharp end of a geological pick.                                    | Firm               | Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense              | Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation. | Stiff              | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.                                               |
| Very dense         | High resistance to repeated blows of a geological pick.                                                      | Very stiff         | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.                                                                            |

#### **Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

## MEASUREMENT AND PAYMENT

Add the following:

### ITEM UNIT

B22.01 (C) Extra over sub-item for excavation by hand using hand tool .....cubic metre (m<sup>3</sup>) Measurement shall be as specified for pay item 22.01 of the standard specifications.

The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators. va

## PROVISION OF STRUCTURED

### TRAINING CONTENTS

1 SCOPE

2 GENERIC TRAINING

3 ENTREPRENEURIAL SKILLS TRAINING

4 INSERVICE TRAINING

4 MEASUREMENT AND PAYMENT

### 1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

### 2 GENERIC TRAINING

- 2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.
- 2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

| Course Description                             | Estimated No. Of Trainees | Estimated Duration (Days) |
|------------------------------------------------|---------------------------|---------------------------|
| 1. Tiling                                      |                           | .....                     |
| 2. Brick laying                                |                           | .....                     |
| 3. Placing of bedding material and levelling   |                           |                           |
| 4. Pipe laying                                 |                           | .....                     |
| 5. Checking of levels (survey instrumentation) |                           | .....                     |

- 2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

- 2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:
- (a) The name of the training institution and programme
  - (b) The manner in which the training is to be delivered.
  - (c) The numbers and details of the trainers

Such details shall be entered on or attached to Schedule 31 included herein.

- 2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material

- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

- 2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- 2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- 2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C## of this document (form #####)

### 3 ENTREPRENEURIAL SKILLS TRAINING

- 3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- 3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- 3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- 3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- 3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.
- 3.6 The structured training will comprise out of the following as decided by the Employer:

| Course Description           | Estimated Duration (Days) |
|------------------------------|---------------------------|
| 1. Basic Business Principles | .....                     |
| 2. Basic Supervision         | .....                     |
| 3. Running A Business        | .....                     |
| 4. Legal Principles          | .....                     |
| 5. Achieving Standards       | .....                     |

- 3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:
  - (a) The name of the training institution and programme
  - (b) The various aspects of each type of training comprised in the programme
  - (c) The manner in which the training is to be delivered
  - (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to

form #### of the forms to be completed by the tenderer.

- 3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
  - (b) All necessary consumables, stationery and study material
  - (c) Transport of the subcontractors (as necessary)
- 3.9 All entrepreneurial training shall take place within normal working hours.
- 3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- 3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C## of this document, (form ###)

#### 4. IN SERVICE TRAINING

- 4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

##### 4.1.1 Details of in-service training

(i) The contractor shall attach to applicable returnable form the basic details of his proposed in-service training programme, which details shall inter alia include the following:

- the details of training to be provided
- the manner in which the training is to be delivered
- the number and details of trainers to be utilised.

(ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

(iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.

(iv) All labourers shall be remunerated in respect of all time spent undergoing training.

(v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:

- the name of the contractor
- the name of the employee
- the name of the project/contract
- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

(vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in- service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

##### 4.1.2 Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non- negotiable condition of the contract".

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

## 5 MEASUREMENT AND PAYMENT

|                               | ITEM                                                                                                                                                     | UNIT              |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| E12.05 Provision for training |                                                                                                                                                          |                   |
| (a)                           | Generic skills Provisional<br>(list training courses)                                                                                                    | sum               |
| (b)                           | Entrepreneurial skills Provisional                                                                                                                       | sum               |
| (c)                           | Handling cost and profit in respect of sub-item E12.05(a) and (b) above                                                                                  | percentage<br>(%) |
| (d)                           | Training venue (only if required)                                                                                                                        | lump sum          |
| (e)                           | Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum) | sum               |
| (f)                           | Additional supervision during practical training                                                                                                         | lump sum          |

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

(i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

### F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

#### F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. **The data that is required to be kept and maintained for each project includes:**

##### F4.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.

- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

#### F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

#### F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

*Alternatively,*

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

*The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person- days of work created in terms of the project.*

#### F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

The employer's objectives are to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines

#### Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

## NAMA KHOI MUNICIPALITY

### UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

#### C3.5 : MANAGEMENT

### C3.5 Management

#### C3.5 MANAGEMENT

#### C3.5.1 CONSTRUCTION PROGRAMME

##### C3.5.1.1 Format

The programme will be set up in collaboration with the Engineer:

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form programmed into MS Project Office 2010 or 2016
- ii) show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities

##### C3.5.1.2 Allowances

The Contractors' programme shall take the following into consideration:

- i) expected normal climatic weather conditions
- ii) special non-working days as stipulated in the Contract Data
- iii) expected value of the work performed for each activity
- iv) stipulate any other information required by the engineer.

#### C3.5.2 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

- i) A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.
- ii) The Contractor to supply and keep an A4 triplicate site instruction book on site, which must be presented to the engineer at all site meetings and site inspections.
- iii) The Contractor to supply an A4 duplicate diary on site to be signed off by Engineers Representative. The Contractor to keep daily diary, with at least the following information.
  - Weather conditions;
  - Record of any incidents/accidents and the details thereof;
  - Record of construction activities of the day with associated units measures of progress for each activity (daily diaries);
  - Record of resources (labour, materials, plant, etc.) utilized for each day;
  - Information about any strikes in the form of a report and;
  - Any other relevant information

### **C3.5.3 SITE FACILITIES AVAILABLE**

#### **C3.5.3.1 Source of Water Supply**

The Contractor is to make his own arrangements for the supply of water. Water is available from the municipality's water network. The Municipality does not guarantee sufficiency or continuity of the supply and no claims will be considered in this regard. The Contractor will be held responsible for any wastage of water due to negligence.

#### **C3.5.3.2 Source of Power Supply**

The Contractor is to make his own arrangement for the supply of power.

#### **C3.5.3.3 Location of Camp and Depot**

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour.

#### **C3.5.3.4 Spoil Sites**

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Engineer.

### **C3.5.4 ABNORMAL RAINFALL**

Refer to Contract Data – C1.2

### **C3.5.5 TIME RELATED ITEMS**

An approved extension of time (other than an extension of time granted in terms of Clause 5.12 of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

### **C3.5.6 PROJECT BOARD**

The Contractor must make provision for one project board as per the drawing bound in document.

### **C3.5.7 PROTECTION FROM STORMS AND FLOODS**

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, stormwater or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site.

### **C3.5.8 EXISTING SERVICES**

The Engineer will provide information regarding the location of the existing pipeline and connections, but the:

Engineers do not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections before commencing construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and

reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer.

Whenever services are encountered which interfere with the execution of the Works and which require moving and relocating, the Contractor shall advise the Engineer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services, which must be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which must be carried out, by the Board or controlling authorities themselves. The Contractor shall make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Engineer will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

#### **C3.5.9 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS**

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow.

#### **C3.5.10 SETTING OUT OF WORKS**

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided.

#### **C3.5.11 SANITARY CONDITIONS**

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited.

#### **C3.5.12 CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross- sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

### C3.5.13

### DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer, and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following item.

The Contractor also needs to do his own concrete cube tests, which are to be handed to the Engineer for scrutiny and approval. The Engineer may order that further control tests are to be conducted.

The Engineer may order that control tests be conducted by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Engineers and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. Cub/Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

### C3.5.14

### PRESSURE TESTS

The Contractor shall carry out pressure tests under the supervision of the Engineer on sections of the pipeline. The Contractor must supply all the necessary equipment to execute the testing of the pipeline, joints, connections and fittings on site. Full payment for installation of pipelines will only be processed after completion of pressure tests. The maximum length of pipeline that must be tested is 1.0km. All pipe sections to be tested at a pressure of at least 1,5 X the working pressure of the pipeline.

### C3.5. 15

### COMMUNITY LIAISON OFFICER (CLO)

The liaison officer must be appointed by the process of appointment, and the job description is available from the Employer or the Employers Agent which must be communicated with him after appointment.

### C3.5. 16

### LABOUR INTENSIVE ACTIVITIES

#### GENERIC LABOUR-INTENSIVE SPECIFICATION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to a practical minimum.

The Contractor shall submit on a monthly basis, daily labour reports to the Engineer indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged. The report shall be on EPWP formats that will be provided at the site handover meeting. These reports must be submitted with Monthly Payment Certificate Claims, otherwise payment will not be processed.

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid to the labourers and formal Labour-contract documentation must be in place during the construction period.

All activities related to the scope of work must be executed with local labour.

All activities indicated as "LIC" in the Schedule of Quantities **may only be executed by means of Labour-Intensive Methods.**

### C3.5.17

## EXCAVATIONS OF TRENCHES

The following rules apply for the excavation of trenches:

- The pipeline route will be set out 4.0m from the existing pipeline where necessary.
- Excavations must be done without damaging the existing pipeline.
- The maximum allowable open trench length is 500m.
- The trenches must be excavated according to the prescribed grade line with deviations of not more than 3.5%.

### C3.5.18

## CLASSES OF EXCAVATION (Sub clause 3.1.2)

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

### i. Hard rock excavation

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting or be in material, which cannot be excavated by a loader/backhoe or by a scraper without prior ripping.

### ii. Intermediate excavation

The excavation in the decomposed granite or calcrete type material that can be excavated without blasting or wedging, but not classified as hard rock, shall be treated as intermediate material.

### iii. Soft excavation

Soft excavation shall be all material not falling into the category of hard rock or intermediate excavation.

### C3.5.19

## MANHOLES

The rates for both chambers and manholes shall be measured as a unit and shall cover the cost of all items excluding pipe work. Included would be excavation, concrete work, brickwork (230mm brickwalls) and precast concrete slabs with manhole cover and frame.

### C3.5.20

## QUALITY CONTROL BY THE ENGINEER

Except for quality control measures that must be implied by the Contractor, the Engineer can arrange and executed his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 7, 5% mark-up.

### C3.5.21

## HEALTH AND SAFETY PLAN

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:

Public vehicular and pedestrian traffic accommodation measures;

Control of the movement of construction vehicles;

The storage and use of materials; The use of tools, vehicles and plant;

Temporary support structures; Dealing with working at height;

Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;

Security, access, control and the exclusion of unauthorised persons.

- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and protective clothing to be issued;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;

Arrangements for monitoring and control to ensure compliance with the safety plan.

NOT FOR SUBMISSION PURPOSES

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**C3.6 : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**NOT FOR SUBMISSION PURPOSES**

# HEALTH and SAFETY SPECIFICATION

For Construction

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification

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## 1. INTRODUCTION

### 1.1 Scope

This Specification covers the requirements for preventing incidents and accidents and eliminating injuries on the UPGRADING OF MATJIESKLOOF SPORT FACILITY.

The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce the risks associated with the above-mentioned contract work that may lead to incidents causing injury and/or ill health, damage to property, equipment and the environment to a level as low as reasonably practicable.

### 1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

### 1.3 Purpose

The purpose of this Specification is to brief contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia*:

- ✓ safety considerations affecting the site and its environment;
- ✓ health and safety aspects of the associated structures and equipment;
- ✓ submissions on health and safety matters; and
- ✓ the Principal Contractor's health and safety plan.

### 1.4 Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract and the Construction Regulation applies to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulation" and the said Act as "the Act".

Construction work is defined as any work in connection with:

- ✓ the erection, maintenance, renovation, repair, demolition or dismantling of or addition to a building or to any similar structure;
- ✓ the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- ✓ the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- ✓ the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

## 1.5 Definitions

Definitions as listed in the Occupational Health and Safety Act No 85 of 1993 and Construction Regulation 2014, shall apply.

## 2. ADMINISTRATION

### 2.1 Legal Requirements

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- ✓ Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- ✓ Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The Principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the contract.
- ✓ The Principal Contractor shall notify the Provincial Director of the department of Labour in writing before construction work commences. A copy of this notification and proof of submission must be held in the Safety File on site.

### 2.2 Health and Safety Policy

- (1) The contractor shall prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of the organization and the arrangements for carrying out and reviewing that policy.
- (2) The contractor shall prominently display a copy of the policy referred to in point 1, signed by the Chief Executive Officer, in the workplace where his employees normally report for service and keep a copy in the safety file.

### 2.3 Mandatory Agreement

- (1) The Principal Contractor must ensure that he signs the 37 (1) and (2) mandatory agreement with the Client.
- (2) The Principal Contractor must ensure that the 37 (1) and (2) mandatory agreement is signed with all contractors appointed by him.

### 2.4 Further (Specific) Supervision Responsibilities for OH&S

- (1) Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
- (2) The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
- (3) Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
- (4) The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.
- (5) Where necessary, or when instructed by THE CLIENT or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of THE CLIENT.
- (6) The Principal Contractor must ensure that the site is safe at all times and that unauthorised entry is prevented by fencing off the site. Dangerous areas must be barricaded with a solid barricade.

## 2.5 Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representatives be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6&7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

## 2.6 Risk Assessment (Sect 8 & CR 9)

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least -
  - (a) the identification of the risks and hazards to which persons may be exposed to;
  - (b) the analysis and evaluation of the risks and hazards identified;
  - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
  - (d) a monitoring plan; and
  - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in Construction Regulation 7 (5) & (6), no contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- (9) Every employee on site shall –
  - (a) be in possession of proof of the health and safety induction training, issued by a competent person prior to the commencement of construction work; and
  - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

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

- (1) Investigate each incident, accident or near miss occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery.
- (2) Any incident/accident at the workplace in which any person is injured to the extent that death results, or a limb or part of a limb is lost, or the injury is such that the person is likely to die or suffer permanent disability, or that for a period of at least fourteen days the person is unable to continue with the activity with which he was busy at the time of the incident/accident, or if a person becomes unconscious because of heat stroke, exhaustion or exposure to any hazard at the workplace, then this is required to be reported to the Inspector.

## **2.8 Emergency Procedures**

The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

- List of key competent personnel
- Details of emergency services
- Actions to be taken in the event of an emergency.

Emergency Procedure shall include but is not limited to: major incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

The Principal Contractor shall advise the Client in writing forthwith, of any emergency, together with a record of action taken.

A contact list of Fire department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

## **2.9 First Aid (General Safety Regulation 3)**

- (1) The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.
- (2) The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.
- (3) The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

## **2.10 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)**

- (1) The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- (2) Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.
- (3) Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- (4) It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.
- (5) Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

- (6) The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:
- Where the employee requests additional issue in excess of what is prescribed.
  - Where the employee has patently abused or neglected the equipment leading to early failure.
  - Where the employee has lost the equipment.
- (7) All employees shall, as a minimum, be required to wear the following PPE on any of THE CLIENT'S projects:
- Protective overalls.
  - Protective footwear.
  - Protective headwear.
  - Eye/face protection.
  - Hand protection
  - Hearing Protection

## 2.11 Training

- All employees of the principal and other Contractors to be in possession of proof of General Induction training.
- All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.
- The Principal Contractor shall ensure that his and other Contractors' personnel appointed are competent and that all training required doing the work safely and without risk to health has been completed before work commences.
- The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.
- Records of all training must be kept on the OH&S File for auditing purposes.

## 2.12 Audits by Client (Construction Regulation 5 (1)(0))

- THE CLIENT will be conducting a Monthly Audit to comply with Construction Regulation 5 (1) (o) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan as per CR 5 (1) (s).
- THE CLIENT reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks
- A representative of the Principal Contractor must accompany THE CLIENT on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.
- The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as with this specification.
- OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.
- All the results of the above-mentioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.
- The Principal Contractor is required to provide the Client with a monthly report.

### 3. CONSTRUCTION

#### 3.1 Client

- (1) The Client will legally appoint the Principal Contractor in writing for the execution of the works.
- (2) The Client will take reasonable steps to ensure that the Principal Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- (3) The Client or his representative/Principal agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works;
  - a) fail to implement or maintain his health and safety plan;
  - b) execute construction work which is not in accordance with his health and safety plan;
  - c) act in any way which may pose a threat to the health and safety to persons, damage to property/equipment or the environment.

#### 3.2 Principal Contractor

- (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which shall be applied from the date of commencement of and for the duration of the construction work.
- (2) A principal contractor shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- (3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act –
  - (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant section of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;
  - (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site;

to take reasonable steps to ensure that each contractor's health and safety plan contemplated in CR 7(1)(c)(vi) is implemented and maintained on the construction site: Provided that the steps shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;

  - (d) to stop any contractor from executing construction work, which is not in accordance with, the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
  - (e) to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
  - (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
- (4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 7(2) (a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
- (5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in CR 7(1)(c)(x), and shall finally approve that plan for implementation.
- (6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in CR 7(1)(a), as well as the contractors health and safety plan contemplated in CR 7(1)(d), is available on request to an employee, inspector, contractor, client or client's agent.

- (7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
- (8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, design, materials used and other similar information concerning the completed structure.
- (9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in CR 7(1)(b) & CR 7(1)(f), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done are included and available.
- (10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- (11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in Construction Regulations that apply to the principal contract or shall apply to the contractor as if he or she were the principal contractor.
- (12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
- (13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
- (14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- (15) If the number of employees employed by the CONTRACTOR in terms of this contract exceeds 20 (twenty), the CONTRACTOR shall within 14 (fourteen) days of the commencement of the contract works provide the CLIENT with full particulars of the safety representatives at the contract works. The CONTRACTOR shall simultaneously confirm that it complied with section 17(2) of the Act in the appointment of the safety representatives and that such health and safety representatives received the necessary facilities, assistance and training to fulfil their duties and functions as health and safety representatives.
- (16) If there are two or more health and safety representatives involved in the contract works, the CONTRACTOR shall, within 7 (seven) days from the date of a meeting of such health and safety representatives, send a copy of the minutes of such a meeting, as well as a copy of any recommendation made by the health and safety committee.
- (17) The CONTRACTOR shall not make any deduction from any employee's remuneration or require or permit any employee to make any payment to him or her or any other person in respect of anything which the CONTRACTOR is in terms of the Act, or this contract, required to provide or to do in the interest of the health and safety of any employee on the contract works.
- (18) The CONTRACTOR shall immediately report to the CLIENT any incidents occurring at the place or places where the CONTRACTOR performs any work in terms of this contract, in which or in consequence of which:
  - (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he or she is likely either to die or to suffer a permanent physical defect or is likely to be unable for a period of at least 14 (fourteen) days either to work or to continue with the activity for which such employee was employed or is usually employed;
  - (b) an occurrence of catastrophic proportions, as defined in the Act and resulting from the use of plant or machinery or from any activity in the performance of this contract; or
  - (c) the health or safety of any person was endangered and where:
    - (i) the uncontrolled release of any substance or pressure took place;

- (ii) machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
- (iii) machinery ran out of control.

### 3.3 Supervision of construction work (CR 8)

- (1) The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in Construction Regulations, and every such employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in CR 8 of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to, or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of CR 8 shall apply in respect of those employees as if they had in the first instance been appointed under CR 8 (7).
- (4) No construction supervisor appointed in terms of CR 8 shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- (5) The principal contractor is also responsible to Appoint a Construction Manager under CR 8(1):
- (6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing under CR 8(5) to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed constructions safety officer as contemplated in CR 8(5) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in CR 7.
- (8) No contractor shall appoint a constructions safety officer to assist in the control of safety related aspects on the site unless he or, she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor. The appointed Construction Health and Safety Officer must be registered with the SACPCMP
- (9) The contractor must ensure that the required inspections are conducted and records kept and that the safety file is kept up to date.

### 3.4 Excavations (Construction Regulation 13)

- (1) Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to THE CLIENT for approval before commencing with the excavation and THE CLIENT will issue a permit to proceed once the Risk Assessment and method Statement is approved.
- (2) Excavation work must be carried out under the supervision of a competent person who has been appointed in writing.
- (3) Before excavation work begins, the stability of the ground must be evaluated.
- (4) Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- (5) No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
  - a) the excavation is in stable material or where,
  - b) the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane.
- (6) The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- (7) Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.
- (8) No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load.
- (9) Any neighboring building, structure or road that may be affected or endangered by the excavation must be protected.
- (10) Every excavation must be provided with means of access that must be within 6 meters of any worker within the excavation.
- (11) The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- (12) Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
  - a) Daily before work commences.
  - b) After every blasting operation.
  - c) After an unexpected collapse of the excavation.
  - d) After substantial damage to any supports.
  - e) After rain.
- (13) The results of any inspections must be recorded in a register kept on site.
- (14) Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, and
- (15) Provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- (16) Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
  - a) any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture, or

- b) the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes, and
- c) the safe atmosphere must be maintained, or
- d) employees have to be provided with breathing apparatus and wear safety harnesses attached to a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
- e) an additional person trained in resuscitation to be in full-time attendance immediately outside the confined space, and
- f) additional breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
- g) all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
- h) the employer must ensure that all employees have left the confined space after the completion of work.
- i) where flammable gas is present on a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

### 3.5 Water Environments

- (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—
  - (a) preventing workers from falling into water; and
  - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

### 3.6 Public Safety and Awareness

- (1) Construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (2) A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

## 4. CONSTRUCTION EQUIPMENT

### 4.1 Tools and Equipment

#### 4.1.1 Hand Tools

- (1) Each employer is responsible for the safe condition of tools and equipment used by employees.
- (2) Select the right tool for the job. Every hand tool has a purpose and proper selection will prevent misuse.
- (3) Maintain tools. Inspect tools regularly to be sure that they are in good condition and repair or discard broken, worn or damaged tools. Records must be kept.
- (4) The wooden handles of tools must be kept free of splinters or cracks.

#### 4.1.2 Electrical Power Tools

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use."
- (4) Electric tools should not be used in damp or wet locations.
- (5) Portable grinding tools need to be equipped with safety guards to protect workers not only from the moving wheel surface, but also from flying fragments in case of breakage.

#### 4.1.3 Pneumatic Tools

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) Air-hose. Hose and hose connections used for conducting compressed air to utilization equipment shall be designed for the pressure and service to which they are subjected.
- (4) Compressed air shall not be used for cleaning purposes.
- (5) Working with noisy tools such as jackhammers requires proper, effective use of hearing protection.

### 4.2 Cranes & Lifting Equipment (Construction Regulation 22)

- (1) Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:
- (2) to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator.

- (3) each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit.
- (4) fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted.
- (5) fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position, or
- (6) when the mass of the load is greater than the MML.
- (7) every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 

|                  |   |          |
|------------------|---|----------|
| Chains           | : | 4 (four) |
| steel wire ropes | : | 5 (five) |
| fiber ropes      | : | 10 (ten) |
- (8) every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML.
- (9) in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person.
- (10) all maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- (11) no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.
- (12) every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device.

#### 4.2.1 Lifting Tackle

- (1) to be manufactured of sound material, well constructed and free from patent defects,
- (2) to be clearly and conspicuously marked with id and MML.
- (3) Factor of safety:
 

|                                       |   |            |
|---------------------------------------|---|------------|
| Natural fiber ropes                   | - | 10 (ten)   |
| Man-made fiber-ropes & woven webbing  | - | 06 (six)   |
| Steel wire ropes – single rope        | - | 06 (six)   |
| Steel wire ropes – combination slings | - | 08 (eight) |
| Mild Steel chains                     | - | 05 (five)  |
| High tensile/alloy steel chains       | - | 04 (four)  |
- (4) Steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

## 4.2.2 Operator

- (1) Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating.
- (2) Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.
- (3) are physically and psychologically fit to operate such lifting machine by being in possession of a medical certificate of fitness.

## 4.3 Construction vehicles and Mobile Plant (Construction Regulation 23)

- (1) A contractor shall ensure that all construction vehicles and mobile plants -
  - (a) are of an acceptable design and construction;
  - (b) are maintained in a good working order;
  - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
  - (d) are operated by workers who -
    - (i) have received appropriate training and been certified competent and been authorized to operate such machinery; and
    - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
  - (e) have safe and suitable means of access;
  - (f) are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
  - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
  - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
  - (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
  - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A contractor shall furthermore ensure that-
  - (a) no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
  - (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
  - (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
  - (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
  - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
  - (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
  - (g) whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation.
  - (h) Tools and material are secured in order to prevent movement when transported in the same compartment with employees.
  - (i) Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

- (j) When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

#### 4.3.1 Hired Plant and Machinery

The Principal Contractor/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 2014, shall apply. The Principal Contractor shall ensure that operators hired with the plant/machinery are competent; in possession of a valid medical certificate of fitness and that certificates are kept on site in the 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 Safety File.

#### 4.4 Use and Temporary Storage of Flammable Liquids on Construction sites (CR 25)

The contractor shall ensure that-

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
  - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
  - (ii) steps are taken to ensure that every employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measure in place;
- (d) an adequate amount of fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

#### 4.5 Good Housekeeping on Construction sites (CR 27)

The contractor shall ensure that-

- (a) suitable good housekeeping is continuously implemented on each construction site, including provisions for the-
  - (i) proper storage of materials and equipment; and
  - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 12(6).

#### 4.6 Stacking and storage on Construction sites (CR 28)

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No R1931 dated 30 May 19865, as amended, a contractor shall ensure that-

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

#### 4.7 Fire precautions on Construction sites (CR 29)

Every contractor shall ensure that-

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gasses;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other spaces in which flammable gasses, vaporous or dust can cause danger-
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;
  - (iii) there are conspicuous notices prohibiting smoking;
  - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all-
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for, and
  - (iii) plant and processes to be shutdown; and
- (m) a siren is installed and sounded in the event of a fire.

#### 4.8 Transport of Workers

The Principal Contractor and any other contractor shall not;

- Allow persons to be transported together with tools and equipment unless there is an appropriate area or section to store the tools and equipment;
- Allow persons to be transported in a non-enclosed vehicle without a proper canopy covering the back and top and without proper sitting area. Workers shall not be permitted to stand or sit on the edge of the transporting vehicle;

- Allow workers to be transported in LDV's without canopies and the correct number of seats for the passengers.

#### 4.9 Penalties and Offences

The Client's Health and Safety Agent will conduct site audits and ad-hoc visits. Penalties may be imposed for ongoing non-compliance of the provisions stated in the Client's health and safety specification or the Principal Contractor's safety plan.

Non-compliance items identified during audits/visits will be categorized into three levels;

(1) **A Hazard**

To be rectified immediately (Life threatening) and a notice to this effect will be issued. All activities must cease immediately and corrective action must be taken.

(2) **B Hazard**

To be rectified within 24 hours (Serious injury or property damage possible) and a notice to this effect will be issued.

(3) **C Hazard**

To be rectified within 48 hours (Minor or no injury) and a notice will be issued to this effect.

**Note:** The Client or his Agent has the right, in terms of regulation 5 (1) (b) of the Construction Regulations (Febr 2014) promulgated in terms of the Occupational Health and Safety Act 85 of 1993, to stop the Contractor from executing construction works which either:

- is not in accordance with the Health and Safety plan for the site

and/or

- poses a threat to the health and safety of persons

Should the Client invoke this right, the Client will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Contractor in terms of the relevant provisions thereof.

#### **4.10 Construction welfare facilities**

- (1) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:-
  - (a) at least one shower facility for every 15 workers;
  - (b) at least one sanitary facility for every 30 workers;
  - (c) changing facilities for each sex; and
  - (d) sheltered eating areas.
- (2) (A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

**NOTE:**

- (1) Reference to the ACT in this document includes the CONSTRUCTION REGULATION

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**C3.7 : ENVIRONMENTAL MANAGEMENT**

**NOT FOR SUBMISSION PURPOSES**

# ENVIRONMENTAL SPECIFICATION

## For Construction

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification.

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## 1. INTRODUCTION

### 1.1 Scope

This Specification covers the requirements for managing and mitigation of environmental impacts affecting the environment on the UPGRADING OF MATJIESKLOOF SPORT FACILITY construction project.

The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce pollution or degradation of the environment from occurring, continuing or recurring associated with the above-mentioned contract work that may lead to damage to property and surrounding environment to a level as low as reasonably practicable.

### 1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects; however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

### 1.3 Purpose

The purpose of this Specification is to brief contractors on the significant environmental aspects of the project. It provides information and requirements on *inter alia*:

- ✓ submissions and approvals of environmental method statements;
- ✓ management and impact mitigation of construction activities affecting the site and its surrounding environment;
- ✓ rehabilitation of affected site and surrounding environment;
- ✓ ensuring compliance monitoring in terms of NEMA requirements and other relative legislations, permits, environmental authorisations and approved EMP; and
- ✓ submissions and correspondence on environmental matters.

### 1.4 Interpretations

National Environmental Management Act, Act 107 of 1998 shall apply to this applies to any person involved in construction work. These regulations are hereinafter referred to as "the Environmental Regulation" and the said Act as "the Act".

Construction work is defined as any work in connection with:

- ✓ "commence" - the start of any physical activity, including site preparation and any other activity on site in furtherance of a listed or specified activity;
- ✓ the building, erection or establishment of a facility, structure or infrastructure that is necessary for the undertaking of a listed or specified activity;
- ✓ the modification, extension, alteration, or upgrading of a facility, structure or infrastructure at which an activity takes place in such a manner that the capacity of the facility or the footprint of the activity is increased;
- ✓ the taking out of active service permanently or dismantle partly or wholly, or closure of a facility to the extent that it cannot be readily re-commissioned;
- ✓ activities that are developed in phases over time on the same or adjacent properties to create a single or linked entity through interconnected internal vehicular or pedestrian circulation, sharing of infrastructure, or the continuum of design, style or concept by the same proponent or his or her successors.

## 1.5 Definitions

Definitions as listed in the National Environmental Management Act (NEMA), Act No 107 of 1998 as amended, the Environmental Impact Assessment (EIA) Regulations, 18 June 2010, National Environmental Management: Waste Act (NEM:WA), Act 57 of 2008, National Water Act (NWA), Act No. 36 of 1998, and National Heritage Resources Act, Act No. 25 of 1999.

Competent Authority means the organ of state charged by the Act with evaluating the environmental impact of the activity and, where appropriate, with granting or refusing and environmental authorisation in respect of the activity.

- 1.5.1 The Method Statement is a written submission by the Contractor to the Engineer/ECO, in response to the Specifications or a request by the Engineer/ECO, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer/ECO when requesting the Method Statement, in such detail that the Engineer/ECO is enabled to assess whether the Contractor's proposal is in accordance with the Specifications.

The Method Statement shall cover applicable details with regards to:

- Construction procedures;
- Materials and equipment to be used;
- Getting the equipment to and from site;
- How the equipment/material will be moved while on site;
- How and where material will be stored;
- The containment (or action to be taken if containment is not possible) or leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Compliance/non-compliance with the Specifications; and
- Any other information deemed necessary by the Engineer/ECO.

## **2. ADMINISTRATION**

### **2.1 Legal Requirements**

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- ✓ National Environmental Management Act (Act 107 of 1998).
- ✓ Environmental Authorisation issued by the Competent Authority (should the activity required authorisation in terms of the EIA Regulations or Schedule 1 of NEM:WA). A copy must always be available on site.
- ✓ Environmental Management Programme (EMP) approved by the Competent Authority. A copy must always be available on site.
- ✓ National Water Act, Act 36 of 1998.
- ✓ The, Environmental Control Officer (ECO), shall notify the Competent Authority on behalf of the Principal Contractor in writing, two weeks prior construction work commences. A copy of this notification and proof of submission must be held in the Environmental Management File on site.

### **2.2 Further (Specific) Supervision Responsibilities for Environmental Management**

1. Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
2. The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
3. Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
4. The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.
5. Where necessary, or when instructed by THE CLIENT or an Environmental Regional Manager of the Competent Authority, the Principal Contractor must appoint a competent ECO subject to the approval of THE CLIENT.

### **2.3 Designation of ECO (Section 24Q of NEMA)**

Where the CLIENT has been issued with an EA in terms of the EIA Regulations, 18 June 2010, has to ensure compliance with the general terms and conditions of the EA to ensure compliance with the conditions of the EA and to assess the continued appropriateness and adequacy of the EMP.

Should no EA be required in terms of the EIA Regulations, 18 June 2010 or Schedule 1 of NEM:WA for the activity the CLIENT, Principle Contractor and Engineer have a Duty of Care and required remediation of environmental damage in terms of Section 28 of NEMA. Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by Law or cannot reasonably be avoided or stopped, to minimize and rectify pollution or degradation of the environment.

### **3. CONSTRUCTION**

#### **3.1 Method Statements**

The following Method Statements shall be provided by the Contractor fourteen (14) days after receipt of the Letter of Acceptance.

##### **3.1.1 Bunding**

- Method of bunding for static plant.

##### **3.1.2 Camp establishment**

- Layout and preparation of the construction camp.
- Method of installing fences required for “no go” areas, working areas and construction camp areas.
- Preparation of the working area.

##### **3.1.3 Cement / concrete batching**

- Location, layout and preparation of cement/concrete batching facilities including the methods employed for them mixing of concrete including the management of runoff water from such areas.

##### **3.1.4 Contaminated water**

- Contaminated water management plan, including the containment of runoff and polluted water.

##### **3.1.5 Dust**

- Dust control.

##### **3.1.6 Earthwork**

- Method for the control of erosion during bulk earthwork operations.
- Method of undertaking earthworks, including hand excavation and spoil management.

##### **3.1.7 Emergency**

- Emergency construction method statements.

##### **3.1.8 Erosion control**

- Method of erosion control, including erosion of spoil material.

##### **3.1.9 Fire, hazardous and poisonous substances**

- Handling and storage of hazardous wastes.
- Emergency spillage procedures and compounds to be used.
- Emergency procedures for fire.
- Use of herbicides, pesticides and other poisonous substances.
- Methods for the disposal of hazardous building materials including asbestos, fibre claddings, refrigerants and coolants.

### **3.1.10 Fuels and fuel spills**

- Methods of refueling vehicles.
- Details of methods for fuel spills and clean up operations.
- Refueling of construction vehicles in high flow areas [or in the 1 in 50 year floodplain].
- Method of refueling dredger during dredging operations.

### **3.1.11 Solid waste management**

- Solid waste control and removal of waste from Site.
- Methods for the disposal of vegetation cuttings, tree trunks and/or building materials.

### **3.1.12 Sources of materials**

- Details of materials imported to the Site (where applicable).

### **3.1.13 Traffic**

- Traffic safety measure for entry/exit onto/off public roads.

### **3.1.14 Wash areas**

- Location, layout, preparation and operation of all wash areas, including vehicle wash, workshop washing and paint washing and clearing.

## 3.2 Site Division

### Construction camp location

1. The construction camp shall be located at an easily accessible point and within an area of low environmental sensitivity. The location shall be identified in consultation with the Engineer/ECO/EO.
2. No site establishment shall be allowed within 15 m in of a drainage channel or water body unless otherwise approved by the Engineer/ECO/EO.

### Routing of services

1. Main bulk service providers such as Telkom and Eskom shall be advised of the construction activities as well as the requirements of this specification and the Contractor shall be responsible for their activities within their work areas.

### Site establishment

1. To facilitate the necessary monitoring, the Contractor shall inform the Engineer/ECO/EO of the intended actions and programme for site establishment.
2. The site layout shall take cognisance of access for deliveries and services, and future works. Likely disturbance to neighbours, as well as security implications shall be considered.

## 3.3 Access Routes / Haul Roads

### [Routes]

1. Access to the Campsite and works area shall utilise existing roads or tracks where possible.
2. Upgrading of the access roads shall be undertaken within the existing confines of the road, unless otherwise agreed with the Engineer/ECO/EO.

### [Control]

1. The Contractor shall erect and maintain marker pegs along the boundaries of the working areas, access roads, haul roads or paths, to the satisfaction of the Engineer/ECO/EO, before commencing any other work.
2. The movement of any vehicles and/or personnel outside of the designated working areas shall not be permitted without the written authorisation of the Engineer/ECO/EO.
3. Should the Contractor not exercise sufficient control to restrict all work to the area within the marker boundaries, then these on instruction of the Engineer/ECO/EO shall be replaced by fencing the additional cost of which shall be borne by the Contractor.
4. Dust control measures such as dampening with water shall be implemented where necessary, as indicated by the Engineer/ECO/EO.

### [Construction / maintenance / rehabilitation]

1. Access and haul roads shall be maintained by the Contractor.
2. Maintenance includes adequate drainage and side drains, dust control and restriction of edge use.
3. All temporary access routes shall be rehabilitated at the end of the contract to the satisfaction of the Engineer/ECO/EO.
4. All public roads shall be kept clear of mud and sand. Mud and sand that has been deposited through construction activities shall be cleared regularly.
5. Any materials used for layerworks shall be approved by the Engineer/ECO/EO prior to the activity commencing.

6. Damage to the existing access roads as a result of construction activities shall be repaired to the satisfaction of the Engineer/ECO/EO, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor (safely)

*[Safety]*

1. Traffic safety measures, to the satisfaction of the Engineer/ECO/EO, shall be considered in determining entry / exit onto public roads.
2. All users of haul roads shall not exceed 45 km/h (cars) / 15 km/h (trucks) {note that the standard spec places a site speed limit of 45 km/h for all vehicles}
3. Appropriate traffic warning signs shall be erected and maintained.
4. Trained and equipped flagmen shall be used where the access road intersects with any public roads.
5. Attention shall be paid to minimizing disruption of the flow of traffic and reducing the danger to other road users and pedestrians.

*[Method statements]*

Method statements are required for the following:

1. Traffic safety measures with regard to entry and exit on public roads and the control of construction traffic.
2. Proposed route for new access roads, tracks, or haul roads; the proposed construction of new roads, and the method of upgrading existing roads; and the proposed methods of rehabilitation on completion

### 3.4 Construction Personnel Information Posters

1. An A3 construction personnel information poster must be laminated and erected in the eating area. The Contractor shall ensure that the construction personnel information poster is not damaged in any way and shall replace it if any part of it becomes illegible.

*{Refer to figures at end of this Detailed Environmental Specification}*

### 3.5 Fire Control

1. The Contractor shall take all reasonable and active steps to avoid increasing the risk of fire through their activities on Site. No fires may be lit except at places approved by the Engineer/ECO/EO.
2. The Contractor shall ensure that the basic fire-fighting equipment is to the satisfaction of the Municipal Fire Chief.
3. The Contractor shall supply all living quarters, site offices, kitchen areas, workshop areas, materials, stores and any other areas identified by the Engineer/ECO/EO with tested and approved firefighting equipment.
4. Fire and "hot work" shall be restricted to a site approved by the Engineer/ECO/EO.
5. A braai facility may be considered at the discretion of the Engineer/ECO/EO. The area shall be away from flammable stores. All events shall be under management supervision and a fire extinguisher shall be immediately available. "Low smoke" fuels shall be used. Smoke free zoning regulations shall be considered.
6. Fires within National Parks, Nature Reserves and natural areas are prohibited. Cooking shall be restricted to bottled gas facilities under strict control and supervision. The sensitivity of the surrounding land uses and occurrence of natural indigenous vegetation must be considered when assessing the risk of fires.

7. The Contractor shall take precautions when working with welding or grinding equipment near potential sources of combustion. Such precautions include having a suitable, tested and approved fire extinguisher immediately at hand and the use of welding curtains.
8. The Municipal Fire Chief must be informed and consulted in terms of Fire Regulations.

### 3.6 Compliance Monitoring and Reporting

1. Monthly or bi-monthly site investigations will be conducted to ensure compliance with environmental legislation, authorisation and management programmes.
2. Activities not assessed in the environmental assessment phase and/or authorised by the Competent Authority of the project; or possible deviations will require consultation with the Competent Authorities and submission of environmental methods statements by the Client/Principle Contractor.

### 3.7 Emergency Procedures

The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

- List of key competent personnel
- Details of emergency services
- Actions to be taken in the event of an emergency.

Emergency Procedure shall include, but is not limited to: major spillages, incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

The Principal Contractor shall advise THE CLIENT in writing forthwith, of any emergency, together with a record of action taken.

A contact list of Fire Department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

## 4. EROSION AND SEDIMENTATION CONTROL

1. During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas.
2. A method statement shall be developed (in consultation with a specialist if necessary) and submitted to the Engineer/ECO/EO to deal with erosion issues prior to bulk earthworks operations commencing.
3. Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition.
4. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. The method of stabilisation shall determined in consultation with the Engineer/ECO/EO and a specialist if necessary. Consideration and provision shall be made for the following methods (or combination): (*choose appropriate method*)
  - Brush-cut packing
  - Mulch or **chip cover**
  - Straw stabilising (at the rate of one bale/m<sup>2</sup> and rotated **into** the top 100 mm of the completed earthworks)
  - Watering
  - Planting / sodding

- Hand seeding sowing
- Hydroseeding
- Soil binders and anti-erosion compounds
- Mechanical cover or packing structures

- (i) Gabions & mattresses
- (ii) Geofabric
- (iii) Hessian cover
- (iv) Armourflex
- (v) Log / pole fencing
- (vi) Retaining walls

5. Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised areas shall be repaired and maintained to the satisfaction of the Engineer/ECO/EO.
6. Anti-erosion compounds shall consist of an organic or inorganic material to bind soil particles together and shall be a proven product able to suppress dust and erosion. The application rate shall conform to the manufacturer's recommendations. The material used shall be of such a quality that grass and Fynbos seeds may germinate and not prohibit growth.

*{Refer to figures at end of this Detailed Environmental Specification}*

## **5. STORMWATER CONTROLS**

1. The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff.
2. The Contractor shall use silt screens to prevent overland flowing water from causing erosion.
3. The use of straw bales as filters, which are placed across the flow of overland stormwater flows, shall be used as an erosion protection measure.
4. The ploughing in of straw offers limited protection against stormwater runoff-induced erosion and shall be used as an erosion protection measure.
5. The Contractor shall be liable for any damage to downstream property caused by the diversion of overland stormwater flows.

## **6. COMMUNITY RELATIONS**

### **6.1 Access to Site**

1. The Contractor shall ensure that access to the Site and associated infrastructure and equipment is off-limits to the public at all times during construction. Additional areas restricted to the public and suggested detours shall be clearly marked on the information boards to the satisfaction of the Engineer/ECO/EO.

### **6.2 Protection of Archaeological and Palaeontological Remains**

If remains are discovered on site during earthworks, works shall cease and the Contractor shall immediately inform the Engineer/ECO and contact the relevant authority, i.e. South African Heritage Resources Agency (SAHRA) and Heritage Western Cape (HWC).

### **6.3 Asphalt, Bitumen and Paving**

1. Over spray of bitumen products outside of the road surface and onto roadside vegetation shall be prevented using a method approved by the Engineer/ECO.

2. Bitumen drums / products shall be stored in an area approved by the Engineer/ECO. This area shall be indicated on the construction camp layout plan. The storage area shall have a smooth impermeable (concrete or thick plastic covered in sand floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substance.
3. When chip / gravel excess shall not be left on road/paved area verges. This shall be swept/raked into piles and removed to an area approved by the Engineer/ECO.
4. Stone chip / gravel excess shall not be left on road / paved area verges. This shall be swept/raked into piles and removed to an area approved by the Engineer/ECO.
5. Milled or cutout bitumen shall be removed to an area approved by the Engineer/ECO.
6. Water quality from runoff from newly / fresh bitumen surfaces shall be monitored by the Engineer/ECO and remedial actions taken where necessary.
7. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels.
8. Appropriate fire fighting equipment shall be readily available.

#### 6.4 Earthworks

1. The excavation of any material on Site shall be done in accordance with SABS 1200 D or DB and PSD or PSDB, as applicable.
2. Prior to earthworks (including site clearance) starting on site, a search and rescue operation for bulbs and other indigenous plants of value, as detailed in the Revegetation Specification shall be undertaken.
3. All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities.
4. Defined access routes to and from the area of operation as well as around the area of operation shall be detailed in a Method Statement for approval by the Engineer/ECO/EO.
5. No equipment associated with the activity shall be allowed outside of these areas unless expressly permitted by the Engineer/ECO/EO.

#### 6.5 Power Tools

1. The Contractor shall take preventative measures, such as screening, muffling, dust control, timing and pre-notification of affected parties shall be implemented to minimise complaints regarding dust, noise and vibration nuisances.

#### 6.6 Retaining Walls and Gabions

1. A Method Statement, approved by the Engineer/ECO/EO, shall be required to deal with these structures.
2. Rocks for use in gabion baskets/reno-mattresses shall be obtained from a source approved by the Engineer/ECO/EO
3. Rocks for use in gabion baskets/reno-mattresses shall not be obtained from a watercourse.

#### 6.7 Trenching

- Trenching for services shall be undertaken in accordance with the engineering specifications (SABS 1200 DB) with the following environmental amplifications, where applicable:
  - a. Trenching shall be kept to a minimum through the use of single trenches for multiple service provision.

- b. The planning and selection of trench routes shall be undertaken in liaison with the Engineer/ECO/EO and cognisance shall be given to minimising the potential for soil erosion.
- c. Trench routes with permitted working areas shall be clearly defined and marked with painted stakes prior to excavation.
- d. The stripping and separation of topsoil shall occur as stipulated by the Engineer/ECO/EO. Soil shall be excavated and used for re-filling trenches using the rollover method, i.e. soil from the first trench section shall be stockpiled. Thereafter, soil excavated from subsequent trench lengths shall be used to backfill the trench behind it once the services have been laid. The final trench length shall be re-filled using the soil stockpiled from the first length.
- e. Trench lengths shall be kept as short as practically possible before backfilling and compacting.
- f. Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion. Excess soil shall be stockpiled in an appropriate manner.
- g. Immediately after re-filling, trenches and associated disturbed working areas shall be planted with a suitable plant species and regularly watered. Where there is a particularly high erosion risk, a fabric such as Geojute (biodegradable) shall be used in addition to planting.
- Trenching in ecologically sensitive environments on slopes or through wetlands:
  - a. The upper 250 mm of soil (topsoil, which includes roots and leaf litter) shall be placed in heavy-duty (>300 micron) plastic bags on one side of the trench within the specified working corridor;
  - b. The remainder of the soil shall be placed in separate heavy-duty plastic bags, on the other side of the working corridor in order to ensure separation of subsoil and topsoil. Bags must also be clearly marked as to whether they contain topsoil or subsoil;
  - c. Topsoil and subsoil may not be mixed at any time, since this impedes the restoration process following closure;
  - d. Where necessary, bags of excavated subsoil must be placed into the trench at the end of each working day in order to ensure that water does not flow down the trench and cause erosion;
  - e. Small rocks and stones (to a diameter of 100 mm) should be included in these bags of topsoil and subsoil. Larger rocks and stones ( $\varnothing > 100$  mm) must be placed to the side of the trench within the working corridor for later use in restoration by the restoration sub-contractor;
  - f. Following the cable/ pipe laying operation, soils are to be replaced in the order in which they were excavated, i.e. subsoil must be replaced first and capped with the topsoil, and
  - g. Brush-cut plant material is to be replaced (scattered) within the working corridor on either side of the closed trench;
  - h. This method reduces erosion, protects the vegetation within the working corridor, and conserves the topsoil and seed-banks.

## 7. TOLERANCE

### 7.1 Fines

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Engineer. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the Environmental Specifications and Environmental Authorisation (where applicable). The Engineer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Engineer on the Contractor and/or his Subcontractors.

|   |                                                                                                                                                  |        |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| A | Any person, vehicles, plant, or thing related to the Contractors operations within the designated boundaries of a "no-go" area                   | R 4000 |
| B | Any vehicle driving in excess of designated speed limits                                                                                         | R 1000 |
| C | Any vehicle being driven, and items of plant or material being parked or stored outside the demarcated boundaries of the site                    | R 2000 |
| D | Any person walking outside the demarcated boundaries of the site                                                                                 | R 500  |
| E | Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refueling such as the use of funnel rather than a pump. | R 3000 |
| F | Litter of site                                                                                                                                   | R 1000 |
| G | Deliberate lighting of illegal fires on site                                                                                                     | R 5000 |
| H | The eating of meals on site outside the defined eating areas. Individuals not making use of the site ablution facilities.                        | R 1000 |
| I | Dust or excess noise on or emanating from the site.                                                                                              | R 1000 |
| J | Any person, vehicle, item of plant, or anything related to the Contractors operation causing a public nuisance.                                  | R 2000 |

For each subsequent similar offence the fine may, at the discretion of the Engineer/ECO, be doubled in value to a maximum value of R50,000.00.

## 7.2 Penalties

The following penalties are suggested for transgressions:

|   |                                          |                                                                                                                                                                                  |
|---|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Erosion                                  | A penalty equivalent in value to the cost of rehabilitation plus 20%                                                                                                             |
| B | Oil spills                               | A penalty equivalent in value to the cost of cleanup operations plus 20%                                                                                                         |
| C | Damage to indigenous vegetation          | A penalty equivalent in value to the cost of restoration plus 20%                                                                                                                |
| D | Damage to sensitive environments         | A penalty equivalent in value to the cost of restoration plus 20%                                                                                                                |
| E | Damage to cultural sites                 | A penalty to a maximum of R100 000 shall be paid for any damage to any cultural/historical sites                                                                                 |
| F | Damage to trees                          | A penalty to a maximum of R100 000 shall be paid for each trees removed without prior permission, or a maximum of R5 000 for damage to any tree, which is to be retained on site |
| G | Penalties for removing or damaging trees |                                                                                                                                                                                  |
|   | Girth of trunk (1m above ground level)   | Replacement value per tree                                                                                                                                                       |
|   | 0 – 15 mm                                | R100                                                                                                                                                                             |
|   | 16 – 30 mm                               | R200                                                                                                                                                                             |
|   | 31 – 50 mm                               | R500                                                                                                                                                                             |
|   | 51 – 75 mm                               | R1 000                                                                                                                                                                           |
|   | 76 – 100 mm                              | R2 500                                                                                                                                                                           |
|   | 101 – 150 mm                             | R5 000                                                                                                                                                                           |
|   | 151 – 300 mm                             | R10 000                                                                                                                                                                          |
|   | Larger than 300 mm                       | R15 000 to R100 000                                                                                                                                                              |

## 8. MEASUREMENT AND PAYMENT

### 8.1 Refuse Removal

1. The unit of measurement shall be a sum for the removal of refuse.
2. The rate shall include the collection of refuse, for providing, maintaining and running the refuse vehicles, refuse bins and special refuse enclosures, and for all loading, unloading and double handling as required.

### 8.2 Dust Control

1. The unit of measurement shall be a sum for watering and/or straw stabilisation straw stabilisation.
2. The rate shall include the cost of obtaining, transporting and applying the water and/or straw stabilisation including supplying and maintaining suitable water browsers.

### 8.3 Supply and Erection of Public Information Boards

1. The supply and erection of public information boards shall be measured by number.
2. {xx} A2 copy(ies) of the poster for the board shall be supplied to the Contractor. The rate shall cover the cost of securing the posters to the backing boards, the cost of all labour, materials, plant and equipment necessary for the erection, maintenance and removal on completion.

### 8.4 Supply and Erection of Construction Personnel Information Boards

1. The supply and erection of construction personnel information boards shall be measured by number.
2. The tendered rate shall cover the cost of all printing, labour, materials, plant and equipment, necessary for the erection, maintenance and removal on completion.

### 8.5 Speed Limit and Route Marker Signs

1. The supply and erection of speed limit signs and signs to indicate the route up the access road to the site shall be measured as a sum.
2. The tendered rate shall cover the cost of all labour, materials, plant and equipment, necessary for the erection, maintenance and removal on completion.

### 8.6 Fire Control

1. The compliance with fire control requirements shall be measured as a sum.
2. The tendered rate shall cover the cost of all labour, materials, equipment and any other operation or thing necessary to comply with the requirements including maintenance and replacement of defective or damaged equipment, and refilling.

### 8.7 All Other Requirements of the Environmental Management Specification

1. All other work not measured elsewhere, associated with complying with any requirement of the environmental management programme shall be measured as a sum.
2. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all material, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

Non-compliance items identified during audits/visits will be categorized into three levels.

**Note: THE CLIENT or his Agent has the right, in terms of Section 28 of the National Environmental Management Act, Act No. 107 of 1998, to stop the Contractor from executing construction works which either:**

⇒ **is not in accordance with the terms and conditions of the Environmental Authorisation and/or Environmental Management Programme for the construction activities**

**and/or**

⇒ **poses a threat to the environment.**

**Should THE CLIENT invoke this right, THE CLIENT will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Contractor in terms of the relevant provisions thereof.**

**NOT FOR SUBMISSION PURPOSES**

**NAMA KHOI MUNICIPALITY**

**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**C3.8: ANNEXURES**

**NOT FOR SUBMISSION PURPOSES**

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

ANNEX A: LOCALITY PLAN

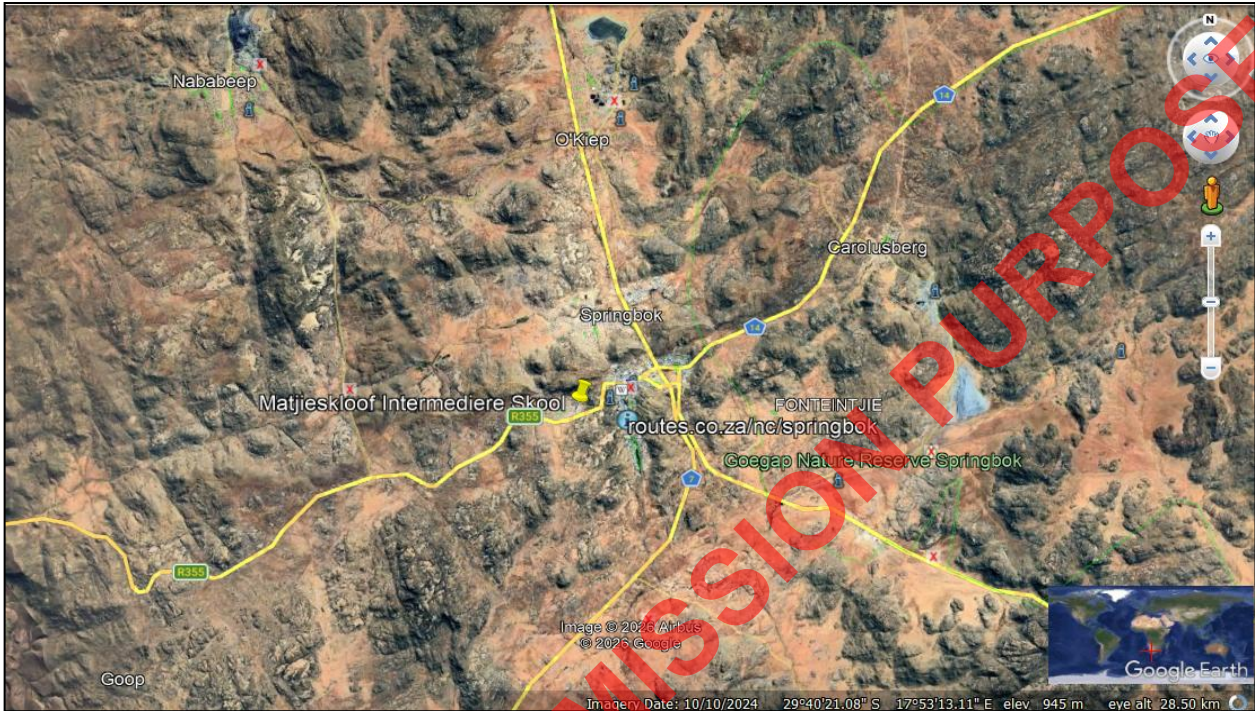


Figure 1: Locality plan



Figure 2: Aerial Image of Matjieskloof Sport Facility

**NAMA KHOI MUNICIPALITY**  
**UPGRADING OF MATJIESKLOOF SPORT FACILITY**

**PROJECT REF NO.: BID/NC062/06/2026-2027**

**ANNEX B: STANDARD DRAWINGS**

**NOT FOR SUBMISSION PURPOSES**

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**ANNEX C: DRAWINGS ISSUED FOR TENDER**

| Drawing No.            | Title                                                             |
|------------------------|-------------------------------------------------------------------|
| RIB-4840-100-1001-RevA | Cloakroom & Ablutions: Floorplan, Wndw and Door Schedule, Details |
| RIB-4840-100-1002-RevA | Cloakroom & Ablutions: Elevations, Sections and Site Plan         |
| RIB-4840-100-1003-RevA | Cloakroom & Ablutions: Foundation Plan                            |
| RIB-4840-100-1004-RevA | Cloakroom & Ablutions: Surfacebed Plan                            |
| RIB-4840-100-1005-RevA | Cloakroom & Ablutions: Guardhouse and Ticket Office               |
| RIB-4840-200-1001-RevA | Site Development Plan                                             |
| RIB-4840-200-1002-RevA | Irrigation Details, Marking Details (Rugby/ Soccer), Goalposts    |
| RIB-4840-200-1003-RevA | Combicourt: Surfacebed Layout, Marking Details, Fencing Details   |
|                        |                                                                   |
|                        |                                                                   |
|                        |                                                                   |
|                        |                                                                   |
|                        |                                                                   |

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UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

**ANNEXURE D: PRE-ELIGIBILITY, QUALITY EVALUATION FORM**

**FUNCTIONALITY CRITERIA**

- Tenders will be evaluated for quality as in the tender data clause **F2.1.1.1**
- Bidders that score less than **70 out of 100** points for the Quality criteria will be regarded as submitting a non-responsive tender and will not be evaluated further for price and preference points.
- Unclear or incomplete information provided will result in no points being allocated. **(Ensure that the stipulated information is provided. Proposed formats are provided)**
- The following criteria will be used to calculate points for the quality evaluation of tenders and bidders should ensure that they submit all relevant information needed for evaluation.

**(NB \*should tables be too small for completion, make a replica, complete and staple to page where applicable and indicate on document table as "see attached")**

**Table 1: Quality/Functionality Criteria**

| DESCRIPTION OF QUALITY CRITERIA                                                                                                                                                            | MAXIMUM POSSIBLE SCORE | BIDDER SCORE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------|
| Track record of bidder on successfully completed construction projects in relation to the scope of works as per Schedule 6: Schedule of Work Experience on page T2.2 – 10 of this document | 35                     |              |
| Demonstrated experience of key personnel as per Schedule 7: Details of Key-Personnel's Experience on page T2.2 – 11 of this document (Submit CV's, Certificates and References)            | 30                     |              |
| Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience                                                                                  | 5                      |              |
| Description of Plant                                                                                                                                                                       | 15                     |              |
| Bank Rating                                                                                                                                                                                | 15                     |              |
| <b>BIDDER SCORE</b>                                                                                                                                                                        | <b>100</b>             |              |

Quality criteria are further divided as follows and points will be awarded as indicated below:

**NB: SIMILAR PROJECTS MEAN EARTHWORKS AND EXCAVATIONS, BUILDING WORKS, CONCRETE WORKS, FENCE ERECTING ETC PROJECTS**

**A. Track record of similar construction projects (Max 35 points)**

Tender evaluation points for quality in terms of the tenderer's past work experience on **similar successfully completed projects**. Projects will be scored based on the information supplied by the tenderer in Schedule 6 of Part T2.2: Returnable Schedules.

**Appointment Letters, List of Completed Projects and Completion Certificates or Reference Letters** to be appended to tender submission. Attachments should correspond with projects listed in Schedule 6.

| #   | CRITERIA                                                                 | SCORING | WEIGHT (MAX) |
|-----|--------------------------------------------------------------------------|---------|--------------|
|     | <b>TRACK RECORD OF BIDDER ON CONSTRUCTION PROJECTS OF SIMILAR NATURE</b> |         | <b>35</b>    |
| A.1 | 3 x and more similar projects in the past ten (10) years                 | 35      |              |
| A.2 | 2 x and more similar projects in the past ten (10) years                 | 25      |              |
| A.3 | 1 x and more similar projects in the past ten (10) years                 | 20      |              |

**B. Experience and qualification of key personnel (Max 30 points)**

Tender evaluation points for quality in terms of demonstrated experience and qualification of key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the tenderer in Schedule 7 of Part T2.2: Returnable Schedules.

The Tenderer **must** have the key personnel in his **permanent employment**. Proof of Qualifications of key permanent personnel must be provided with the tender in order to be evaluated for Quality. Bidders should attach certified CV's of each key personnel.

| #   | CRITERIA                                                              | SCORING | WEIGHT (MAX) |
|-----|-----------------------------------------------------------------------|---------|--------------|
|     | <b>CONTRACTS MANAGER</b>                                              |         | <b>15</b>    |
| B.1 | B. Eng / B-Tech: Civil Engineering (Min. 5Yrs Experience)             | 15      |              |
| B.2 | N. Dip: Civil Engineering (Min. 5Yrs Experience)                      | 10      |              |
|     | <b>SITE AGENT</b>                                                     |         | <b>10</b>    |
| B.3 | Project experience on 3x and more similar projects                    | 10      |              |
| B.4 | Project experience on up to 2x similar projects                       | 5       |              |
|     | <b>GENERAL FOREMAN</b>                                                |         | <b>5</b>     |
| B.5 | Project experience on similar projects, completed in the past 5 years | 5       |              |

**C. Competency of Key Personnel in Labour Intensive Construction (Max 5 points)**

| # | CRITERIA | SCORING | WEIGHT (MAX) |
|---|----------|---------|--------------|
|---|----------|---------|--------------|

|     |                                                                                                                  |   |   |
|-----|------------------------------------------------------------------------------------------------------------------|---|---|
| C   | <b>Competency of Key Personnel in Labour Intensive Construction: Site Agents or General Foreman's experience</b> |   | 5 |
| C.1 | NQF 5 Certificate: Manage labour intensive construction processes - Provide copy of certificate                  | 5 |   |

#### D. Description of Plant & Equipment (Max 15 points)

Tender evaluation points for quality in Plant and Equipment will be scored based on the information supplied by the tenderer in Schedule 5 of Part T2.2: Returnable Schedules.

Proof of ownership must be provided. Plant and equipment may also be rented but proof must be provided from the Service Providers that plant and equipment shall be rented to the Bidder for the duration of the project.

| #   | CRITERIA                      | SCORING | WEIGHT (MAX) |
|-----|-------------------------------|---------|--------------|
|     | <b>PLANT</b>                  |         | 15           |
| C.1 | Excavator                     | 5       |              |
| C.2 | TLB                           | 4       |              |
| C.3 | Grader                        | 3       |              |
| C.4 | Tippers (6m <sup>3</sup> min) | 3       |              |

#### E. Bank Rating (Max 15 points)

Tender evaluation points for quality for Bank Rating will be scored based on the information supplied by the tenderer in Schedule 19 of Part T2.2: Returnable Schedules.

| #   | CRITERIA                                                                                   | SCORING | WEIGHT (MAX) |
|-----|--------------------------------------------------------------------------------------------|---------|--------------|
|     | <b>BANK RATING</b>                                                                         |         | 10           |
| D.1 | 'D' bank rating                                                                            | 0       |              |
| D.2 | 'C' bank rating                                                                            | 3       |              |
| D.3 | 'B' bank rating                                                                            | 7       |              |
| D.4 | 'A' bank rating                                                                            | 10      |              |
| D.5 | Bidder to Provide List of Current Suppliers (Material, Equipment) + Proof of Credit Record | 5       | 5            |

Note: The minimum score for quality is **70** points. The tender offers of tenderers that fail to achieve the minimum score for quality will **NOT** be eligible for further evaluation and will be rejected. Bidders that have achieved the minimum score will be evaluated further in terms of the preference point system.

## TENDER EVALUATION OF TENDER

Tenderer: .....

Evaluator: .....

## 1. ELIGIBILITY CRITERIA

### 1.1. Completion of forms

| Form                                           | Reference Page | YES | NO | Comment |
|------------------------------------------------|----------------|-----|----|---------|
| Schedule 1                                     |                |     |    |         |
| Schedule 2                                     |                |     |    |         |
| Schedule 3                                     |                |     |    |         |
| Schedule 4                                     |                |     |    |         |
| Schedule 5                                     |                |     |    |         |
| Schedule 6                                     |                |     |    |         |
| Schedule 7                                     |                |     |    |         |
| Schedule 8                                     |                |     |    |         |
| Schedule 9                                     |                |     |    |         |
| Schedule 10                                    |                |     |    |         |
| Schedule 11                                    |                |     |    |         |
| Schedule 12                                    |                |     |    |         |
| Schedule 13                                    |                |     |    |         |
| Schedule 14                                    |                |     |    |         |
| Schedule 15                                    |                |     |    |         |
| Schedule 16                                    |                |     |    |         |
| Schedule 17                                    |                |     |    |         |
| Schedule 18                                    |                |     |    |         |
| Schedule 19                                    |                |     |    |         |
| Schedule 20                                    |                |     |    |         |
| Schedule 21                                    |                |     |    |         |
| Schedule 22                                    |                |     |    |         |
| Schedule 23                                    |                |     |    |         |
| Schedule 24                                    |                |     |    |         |
| Schedule 25                                    |                |     |    |         |
| Form of Offer and Acceptance completed in full |                |     |    |         |
| Contract Data (Part 2)                         |                |     |    |         |
| Performance of Guarantee                       |                |     |    |         |
| Occupational Health and Safety Agreement       |                |     |    |         |
| Bills of Quantities                            |                |     |    |         |

I hereby declare that the tenderer: .....



IS ELIGIBLE / NOT ELIGIBLE for further consideration.

Reasons if not eligible:

.....

.....

.....

Signed by evaluator ..... Date .....

NOT FOR SUBMISSION PURPOSES

NAMA KHOI MUNICIPALITY

UPGRADING OF MATJIESKLOOF SPORT FACILITY

PROJECT REF NO.: BID/NC062/06/2026-2027

ANNEX E: EPWP CONTRACT OF EMPLOYMENT

NOT FOR SUBMISSION PURPOSES