



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY

CIDB Class Grading 6CE or Higher

CONTRACT NO.: GLM011/2026

ADVERT

FOR

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2

TENDER CLOSING DATE: 05 MARCH 2026

NAME OF TENDERER:

TENDER SUM:

PREPARED BY



AES CONSULTING CC
125 MARSHALL STREET
OFFICE NO. 7
POLOKWANE
0700
Tel: 015 291 3305
Fax: 015 291 1879
E-mail: admin@aesconsulting.co.za

ISSUED BY:

Municipal Manager
Greater Letaba Municipality
P.O Box 36
Modjadjiskloof
0835

Tel: (015) 309 9246/7/8
Fax: (015) 309 9419

mig | Municipal
Infrastructure
Grant



EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

**ADVERTISEMENT FOR CONSTRUCTION OF MOKWAKWAILA STADIUM
PHASE 2**

CONTENTS

SECTION 1

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1	Tender Notice and Invitation to Tender (White pages)	T.3
T1.2	Tender Data (Pink pages).....	T.4
T1.3	Standard Conditions Of Tender (Pink pages).....	T.16

PART T2: RETURNABLE DOCUMENTS

T2.1	Returnable Documents required for Tender Evaluation (Yellow pages).....	T.33
T2.2	MBD Forms Checklist (Yellow pages).....	T.58
T2.3	Other Documents required for Tender Evaluation (Yellow pages).....	T.90
T2.4	Returnable Schedules that will be Incorporated into the Contract (Yellow pages)	T.113
T2.5	Returnable Documents Checklist (Yellow pages).....	T.143

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance (White pages).....	C.3
C1.2	Agreement in Terms of the Occupational Health & Safety Act (White pages).....	C.6
C1.3	Guarantee (White pages)	C.10
C1.4	Contract Data (White pages).....	C.12
C1.5	Form Agreement in Terms of the Mine Health and Safety Act (White pages)	C.25
C1.6	Appointment in Terms of Section 4 of the Mine Health and Safety Act (White pages).....	C.27
C1.7	Mine Health and Safety Act No 29 (White pages).....	C.28
C1.8	Agreement in Terms of the Mine Health and Safety Act (White pages).....	C.29

PART C2: PRICING DATA

C2.1	Pricing Instructions (Yellow pages)	C.36
C2.2	Bills of Quantities (Yellow pages).....	C.40
C2.3	Summary of Bill of Quantities (Yellow pages).....	C.70
C2.4	Calculation of Tender Sum (Yellow pages).....	C.71

SECTION 2

PART C3: SCOPE OF WORK

C3.1	Description of Works (Blue pages)	C.73
C3.2	Employer's Agent (Blue pages)	C.77
C3.3	Procurement (Blue pages)	C.78
C3.4	Construction (Blue pages)	C.85

PART C4: SITE INFORMATION

C4.1	Site Information (Green pages)	C.222
C4.2	Locality Plan (White pages)	C.222

PART C5: ANNEXURES

C5.1 :	Pro-forma Documents (White pages)	C.228
C5.2 :	Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)	C.242
C5.3 :	Contract Drawings (White pages)	C.269
C5.4 :	Occupational Health and Safety Policy (White pages)	C.270



GREATER LETABA MUNICIPALITY

T.1

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2

T. THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



T.2

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2

PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T.3
T1.2	TENDER DATA	T.4
T1.3	STANDARD CONDITIONS OF TENDER	T.16

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2

GREATER LETABA MUNICIPALITY

T1.1 BID NOTICE AND INVITATION TO BID

Bidders are hereby invited to bid for the following project:

NO.	Project Number	Project Description	Compulsory Briefing Date & Venue	Closing Date	CIDB Grading	Amount
1.	GLM011/2026	CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2	No briefing session will be held, Bidders must communicate with the infrastructure unit/SCM for clarity	05/03/2026 at 12:00	6CE or higher	R2 188.00

The Employer is GREATER LETABA MUNICIPALITY represented by the Municipal Manager.

Bid documents will be obtainable from the Greater Letaba Municipal Offices after the compulsory tender briefing to be held on **10 February 2026 at 11:00**, and thereafter from Monday to Friday between 08:00 and 16:30, from the cashiers, at a non-refundable deposit of **R2 188.00** payable in cash or by bank-guaranteed cheque. Bid documents can also be downloaded from online service (www.onlinetender.co.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at GREATER LETABA MUNICIPALITY Offices in MODJADJISKLOOF before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points will be allocated based on the specific goals points scored. Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

For enquiries contact:

Supply Chain Unit : **Modjadji K- 015 309 9246/7/8**
Technical Services : **Letsoalo N.A – 015 309 9246/7/8**

MR SEWAPE M.O
MUNICIPAL MANAGER,
P.O BOX 36
MODJADJISKLOOF 0835



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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

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

Sub-clause	Data
F.1.1	The Employer is the GREATER LETABA MUNICIPALITY .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to bid</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p style="padding-left: 20px;">T1.3 Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 MBD Forms Checklist</p> <p style="padding-left: 20px;">T2.3 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.4 Returnable Schedules that will be incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Contract Data</p> <p style="padding-left: 20px;">C1.5 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.7 Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.8 Agreement in Terms of Section 4 of the Mine Health and Safety Act</p> <p>Part C2: Pricing Data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 20px;">C2.4 Calculation of Tender Sum</p>



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	<p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Employer's Agent</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management of the works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Pro-forma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p> <p>C5.4 : Occupational Health and Safety Policy</p>
F.1.4	<p>The employer is: GREATER LETABA MUNICIPALITY</p> <p>Address: P.O Box 36 MODJADJISKLOOF 0835 Tel: (015) 309 9246/7/8 Fax: (015) 309 9419 E-mail: obed@glm.gov.za</p>
F.2.1	<p>Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE OR HIGHER class of construction work.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the required CIDB the lead partner has a contractor grading designation in the CE class of construction work; and 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 6CE OR HIGHER class of construction work are eligible to submit tenders.
F.2.7	<p>Briefing session will be held on the 10th February 2026 at Modjadjiskloof Library @ 11am.</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p>



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<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: In the entrance foyer (ground floor) of Greater Letaba Municipality, MODJADJISKLOOF.</p> <p>Identification details: "CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT". CONTRACT No: GLM011/2026</p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 05/03/2026@12:00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	Tax Clearance will be confirmed with SARS before award (Done through CSD)
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Time: 12:05 on 05/03/2026</p> <p>Location: In the entrance foyer (ground floor) of Greater Letaba Municipality, MODJADJISKLOOF.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p>



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100%</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p style="text-align: center;">P_m</p> <p>and W_1 equals:</p> <p>80 where the financial value inclusive of VAT of all responsive tenders received has a value up to R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations ,2017</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ol style="list-style-type: none"> a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect;



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	<p>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
F.3.18	The number of paper copies of signed contract to be provided by the Employer is one

LIST OF RETURNABLES



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

The tenderer must Submit the following returnable documents:

ITEM	Bids will be disqualified if the following is not provided:	
1.	Valid Tax Clearance Certificate and proof of SARS TCP PIN (for all companies in case of a Joint Venture)	
2.	Company Registration Certificate (for all companies in case of a Joint Venture)	
3.	Attendance of Compulsory briefing session	
4.	Certified ID copies of all directors/member/shareholders of the company not older than 6 months (for all companies in case of a Joint Venture)	
5.	Recent proof (not older than 3 months) of payment for municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality which are not in arrears for more than 3 months in line with regulation 38 of Municipal Supply Chain Management Regulation/recent and original proof of residence from traditional authority or Induna in case where business is located in a non-ratable area or valid lease agreement between the lessor and lessee (bidder)	
6.	Copy of relevant CIDB Grading downloadable from the CIDB website	
7.	B-BBEE certificate (Consolidated B-BBEE certificate in case of a Joint Venture)	
8.	Attach recent 3 years Audited Financial Statement should the bidder price offer exceed R10 million rands	
9.	Certificate of Authority for signatory	
10.	Completion of Form of Offer	
11.	Completion and Compliance with Addendum (if applicable)	
12.	Joint Venture Agreement (if applicable)	
13.	Receipt/Proof of Purchase of Bid Document	
14.	Completion of Schedule of Quantities	
15.	Letter of intent to provide performance guarantee	
16.	Completion of MBD forms	
17.	The bidder must submit master registration number (CSD registration no.) to enable the municipality to verify bidder's tax compliance and other information	
18.	Bank rating letter not older than 3 months	
19.	Copy of Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1990)	
20.	All pages of the Bid document must be signed or initialled	

NB: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bidders shall take note of the following bid conditions:



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

1. Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
2. Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
3. Council reserves the right not to appoint.
4. No bidder will be appointed if not registered on Central Supplier Database.
5. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

NB: Certification on the documents should not be older than Six months.

The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Criteria for specific goals :

Specific goals	Points
100% Black owned companies	10
Women owned	5
People with disabilities	2.5
People who are youth	2.5
TOTAL SCORE	20

REQUIRED FOR POINTS SCORING

Curriculum Vitae of key personnel with original certified copies of qualifications, years of relevant experience on similar projects and projects names.

Schedule of company experience (appointment letters and completion certificates)

Schedule of plants

Bank rating letter not older than 3 months

FUNCTIONALITY EVALUATION CRITERIA



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

COMPANY EXPERIENCE

<p>The Bidder must attach Appointments Letters and Completion Certificates for Successfully Completed Projects over the Value of R 4 000 000.00</p> <p>Points will only be allocated to Projects that fit the Criteria and for Projects that are related to Roads & Stormwater/ Sports Complex Projects</p>	COMPANY EXPERIENCE	SCORING CRITERIA	WEIGHT	SCORE
		The Bidder Scores Zero (0) points where no information regarding the Company's Relevant Past Experience has been indicated.	0	
		1 Roads & Stormwater / Sports Complex Project that was Successfully Completed within the last 10 years	10	
		2-3 Roads & Stormwater / Sports Complex Project t that were Successfully Completed within the last 10 years	20	
		4 or more Roads & Stormwater / Sports Complex Project that were Successfully Completed within the last 10 Years	30	
COMPANY EXPERIENCE TOTAL		30		

FINANCIAL CAPACITY

	BANK RATING	SCORING CRITERIA	WEIGHT	SCORE
			0	
		BANK RATING = E	5	
		BANK RATING = D	10	
		BANK RATING = A, B, & C	15	
FINANCIAL CAPACITY TOTAL		15		

KEY PERSONNEL



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

		SCORING CRITERIA	WEIGHT	SCORE
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SITE AGENT /CONSTRUCTION MANAGER	No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Civil Engineering	3	
		National Diploma (N. Dip.): Civil Engineering with less than 5 years' experience	5	
		National Diploma (N. Dip.): Civil Engineering with more than 5 years' experience	7	
		Bachelor of Science (BSc.Eng.) Civil Engineering Bachelor of Technology (B-Tech.): Civil Engineering: with more than 5yrs experience	10	
		TOTAL	10	
		Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SITE FORMAN	No formal Qualification Obtained Qualifications Not Attached
National Certificate N6: Civil Engineering	5			
National Diploma (N. Dip.): Civil Engineering with more than 3 years' experience	10			
TOTAL	10			
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SAFETY OFFICER			No formal Qualification Obtained Qualifications Not Attached
		Relevant Qualifications with more than 3 years' experience	3	
		TOTAL	3	
		Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	LIC SUPERVISOR	No formal Qualification Obtained Qualifications Not Attached
LIC Level 4 with 5 or more years' experience	2			
LIC Level 4 with less than 5 years' experience	1			
TOTAL	2			
KEY PERSONNEL TOTAL	25			



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PLANT SCHEDULE

<p>Certified Copies of Proof of Ownership must be attached.</p> <p>In the case where the Plant is to be Hired, a Letter of Intent must be Attached along with Certified Copies of Proof of Ownership</p>	CONSTRUCTION PLANT	SCORING CRITERIA	WEIGHT	SCORE
		EXCAVATOR x 1	5	
		TRACTOR LOADER BACKHOE x 1	5	
		GRADER x 1	5	
		VIBRATORY ROLLER x 1	5	
		WATER TANKER x 2	5	
		TIPPER TRUCK x 2	5	
		PLANT SCHEDULE TOTAL	30	

TOTAL FUNCTIONALITY POINTS SCORED

CRITERIA	WEIGHT	SCORE
COMPANY EXPERIENCE	30	
FINANCIAL CAPACITY	15	
KEY PERSONNEL	25	
PLANT SCHEDULE	30	
TOTAL POINTS FOR FUNCTIONALITY	100	
FUNCTIONALITY THRESHOLD (MINIMUM SCORE)		70



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T1.3: Standard Conditions of Tender

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled “Annex F” is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

**Annex F
(normative)**

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NP}$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NQ}$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$\text{TEV} = \text{NFO} + \text{NP} + \text{NQ}$$



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

$NQ = W2 \times SO / MS$

where: SO is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026**

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE DOCUMENTS FOR TENDER EVALUATION	T.33
T2.2	MBD FORMS CHECKLIST	T.56
T2.3	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION.....	T.90
T2.4	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.113

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION

T2.1 A	CERTIFICATE OF AUTHORITY	T.31
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.34
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS	T.35
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT	T.36
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE.....	T.37
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.38
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER.....	T.39
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE	
T2.1 I	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS	T.40
T2.1 J	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	T.41
T2.1 K	VALID TAX CLEARANCE CERTIFICATE (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE, NO 34350, DATED 8 JUNE 2011) AND SARS PIN	T.42
T2.1 L	CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)	T.43
T2.1 M	CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION)	T.44
T2.1 N	CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP).....	T.45
T2.1 O	CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)	T.46
T2.1 P	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE) ...	T.47
T2.1 Q	CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE	T.48
T2.1 R	ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE COMPANY	T.49
T2.1 S	ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS	T.50
T2.1 T	ORIGINAL BANK RATING CERTIFICATE	T.51
T2.1 U	CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL	T.52
T2.1 V	PRO-FORMA CERTIFICATE OF INSURANCE COVER	T.53



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 W	CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017)	T.54
T2.2 A	MBD1	T.57
T2.2 B	MBD 2	T.61
T2.2 C	MBD 3.1	T.62
T2.2 D	MBD 4.	T.63
T2.2 E	MBD 5	T.68
T2.2 F	MBD 6.1	T.70
T2.2 H	MBD 7.1	T.81
T2.2 I	MBD 8	T.83
T2.2 J	MBD 9	T.85
T2.3 A	DECLARATION OF GOOD STANDING REGARDING TAX.....	T.88
T2.3 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES.....	T.89
T2.3 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.90
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER.....	T.91
T2.3 E	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.93
T2.3 F	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.94
T2.3 G	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.97
T2.4 A	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.111
T2.4 B	RATES FOR SPECIAL MATERIALS	T-112
T2.4 C	ALTERATIONS BY TENDERER.....	T-113
T2.4 D	WORKS PREVIOUSLY EXECUTED	114
T2.4 E	PRESENT COMMITMENTS	115
T2.4 F	SUPERVISORY AND SAFETY PERSONNEL.....	116
T2.4 G	CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR.....	T-117
T2.4 H	LABOUR UTILISATION.....	T-120
T2.4 I	COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	T-124
T2.4 J	PLANT AND EQUIPMENT	T-126
T2.4 K	SUB-CONTRACTORS	T-127



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 L	SITE INSPECTION CERTIFICATE	T-128
T2.4 M	AUTHORITY OF SIGNATORY.....	T-129
T2.4 N	PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM	T-131
T2.4 O	JOINT VENTURE AGREEMENT	T-133
T2.4 P	PREFERENTIAL PROCUREMENT	T-135
T2.4 Q	AFFIDAVIT	T-137
T2.4 R	AFFIDAVIT	T-138
T2.4 S	AFFIDAVIT	T-139
T2.4 T	DECLARATION OF INTEREST	T-140
T2.4 U	BANKING DETAILS	T-141
T2.4 V	RATES FOR SPECIAL MATERIALS	T-142



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

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

As witness

1.....

Chairman

2.....

Date

B. Certificate of partnership

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C. Certificate for Joint Venture

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

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

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....
 Signature: Sole owner

2.....
 Date

E. Certificate for Close Corporation



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



GREATER LETABA MUNICIPALITY

T.34

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....
(address)

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

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

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

Name.....

Signature.....

Capacity.....

Date & Time.....



GREATER LETABA MUNICIPALITY

T.35

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....



GREATER LETABA MUNICIPALITY

T.38

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....



**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.1 H CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, GREATER LETABA MUNICIPALITY

FROM: _____ (Name of Bidder)

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

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (Copies) of ID document(s) and proof of payment not older than 6 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.41

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

TO: MUNICIPAL MANAGER, GREATER LETABA MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

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

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

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

Signatory Date

Witnesses

1. _____
Full Names Signature Date

2. _____
Full Names Signature Date



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.42

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

**T2.1 J VALID TAX CLEARANCE CERTIFICATE (in terms of the Preferential
PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE,
NO 34350, DATED 8 JUNE 2011) AND SARS PIN**

**Attach Tax Certificate
and SARS pin**



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.43

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.44

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.45

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.46

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.47

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.48

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 P CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.49

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.50

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.51

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 S ORIGINAL BANK RATING CERTIFICATE

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.52

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

ATTACH CERTIFICATE



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.53

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 U PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.54

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.1 V CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017)

Attach Certificate



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.55

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PART T2.2: MBD FORMS CHECKLIST



T2.2 MBD FORMS CHECKLIST

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

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD 3.1: PRICING SCHEDULE – FIRM PRICES

MBD 4: DECLARATION OF INTEREST

MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION

MBD 6.1: PREFERENCE POINTS CLAIM FORM

MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS

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

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION



T.57

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 A MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GREATER LETABA MUNICIPALITY)					
BID NUMBER:	GLM011/2026	CLOSING DATE:	05/03/2026	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

<p>Tender Box at the GREATER LETABA MUNICIPALITY Offices, foyer GREATER LETABA MUNICIPALITY, MODJADJISKLOOF, 44 BOTHA STREET 0835 Limpopo</p>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	



**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	PMU	CONTACT PERSON	Ms G Mabodza
CONTACT PERSON	Mr Letsoalo NA	TELEPHONE NUMBER	(015) 291 3305
TELEPHONE NUMBER	(015) 309 7525	FACSIMILE NUMBER	(015) 015 291 1879
FACSIMILE NUMBER	(015) 309 9419	E-MAIL ADDRESS	gloria@aesconsulting.co.za
E-MAIL ADDRESS	abraml@glm.gov.za		



**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

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.
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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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.	



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.60

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

**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:



T2.2 B MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 C MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

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

Table with 4 columns: ITEM NO., QUANTITY, DESCRIPTION, BID PRICE IN RSA CURRENCY. Includes a note: **(ALL APPLICABLE TAXES INCLUDED)

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

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

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

*Delete if not applicable



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 D MBD 4.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1. Full Name of bidder or his or her representative:.....
- 2.2. Identity Number:.....
- 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 2.4. Company registration number:.....
- 2.5. Tax Reference Number:.....



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

2.6. VAT Registration
Number:.....

T2.2 B

2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

1"State" means –

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

2"shareholder" means-

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

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

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

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

Position occupied in the public institution:

Any other particulars:

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

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

[] []



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

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

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

2.2.1. If so, furnish particulars:

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

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

2.3.1. If so, furnish particulars:

.....
.....

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

2.4.1. If so, furnish particulars:

.....
.....

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

2.5.1. If so, furnish particulars:

.....



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.66

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

.....

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

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



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.67

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

4. DECLARATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 E MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? *YES / NO

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

.....
.....

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

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

2.2 If yes, provide particulars. *YES / NO

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

* Delete if not applicable



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.69

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 if yes, furnish particulars

.....
.....

T. CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT****T2.2 F MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and Specific Goals must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof in support of Specific Goals, together with the bid, will be interpreted to mean that preference points for Specific Goals 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.

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT****2. DEFINITIONS**

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

3. POINTS AWARDED FOR PRICE**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

4.1 A maximum of 20 points will be awarded based on the following specific goals:

Table with 2 columns: Specific goals, Points. Rows include 100% Black owned companies (10), Women owned (5), People with disabilities (2.5), People who are youth (2.5), and TOTAL SCORE (20).

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum 20 points)
(Point s claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

Form with two columns: YES, NO, each with a checkbox.

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

Form with two columns: YES, NO, each with a checkbox.

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

Table with 3 columns: Designated Group: An EME or QSE which is at last 51% owned by:, EME, QSE. Both EME and QSE have a checkmark.



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.73

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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		



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

to the satisfaction of the purchaser that the claims are correct;

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

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.2 G 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, 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 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. 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:

Table with 2 columns: Description of services, works or goods and Stipulated minimum threshold. Includes three rows with blank lines for input and percentage symbols.

- 3. Does any portion of the goods or services offered have any imported content? (Tick applicable box)

Form with four boxes: YES, [], NO, []

- 3.1 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 SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Table with 2 columns: Currency, Rates of exchange. Rows include US Dollar, Pound Sterling, Euro, Yen, and Other.

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

- 4. 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 AO/AA 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 Institution):

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY T.80

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

SIGNATURE:	DATE: _____
WITNESS No. 1	DATE: _____
WITNESS No. 2	DATE: _____



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 H MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1
2.
DATE:



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

MBD 7.1

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

- 1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Table with 6 columns: ITEM NO., PRICE (ALL APPLICABLE TAXES INCLUDED), BRAND, DELIVERY PERIOD, B-BBEE STATUS LEVEL OF CONTRIBUTION, MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP [Empty box]

WITNESSES
1.
2.

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.2 I MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Table with 4 columns: Question ID, Question Text, Yes, No. Rows include questions 4.3, 4.3.1, 4.4, 4.4.1, 4.5, and 4.7.1 regarding bidder convictions and municipal obligations.

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

T2.2 J MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

- T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX
- T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES
- T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION
- T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER
- T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**ERROR! BOOKMARK NOT DEFINED.**
- T2.3 F REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME
- T2.3 G EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS
- RDP1(E) SCHEDULE OF LABOUR CONTENT
- RDP2(E) EMPLOYMENT OF ABE'S
- RDP3(E) HDI EQUITY IN PROJECT
- RDP4(E) HDI SUPERVISORY STAFF
- RDP5(E) ABE DECLARATION AFFIDAVIT
- RDP6(E) GENERIC TRAINING
- RDP7(E) ENTREPRENEURIAL TRAINING
- RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

Form containing sections: SOUTH AFRICAN REVENUE SERVICES, DECLARATION OF GOOD STANDING REGARDING TAX, PARTICULARS (listing 8 items like Name of Taxpayer, Trade Name, Identification Number, etc.), and DECLARATION (with signature, capacity, and date fields).



CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR’S BANK ACCOUNT

I/We furnish the following information:

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

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:



GREATER LETABA MUNICIPALITY

GREATER LETABA

T.90

MUNICIPALITY

CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 6CE or Higher

Or

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

Note:

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



**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:



**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

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

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:



T.93

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

M1 General

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

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

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

K2 Definitions

M2.1 Contract Participation Goal (CPG)

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

M2.2 Affirmable Business Enterprise (ABE)

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

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agenting Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers
 - 4) R15 million in respect of Suppliers

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and

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

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

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

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

M2.4 Target values

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

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

Labour Maximisation : 10%
ABE support : 25%

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

HDI Supervisory Staff : 10%

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

M3 Preferential Procurement Point System Policy



T.96

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

M4 Contract Participation Performance (CPP)

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

M4.2 Monitoring of CPG

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

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

M5 Training

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



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

Ownership	Percentage owned	Points claimed
-----------	------------------	----------------

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

	%
--	---	-------

Equity ownership by women	%
----------------------------------	---	-------

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm :

2.2 VAT registration number :

2.3 Company registration number :

2.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



T.99

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

2.9 Consortium / Joint Venture

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

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

*Indicate YES or NO:



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

I / we acknowledge that:

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

WITNESSES:

1 SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:

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



GREATER LETABA MUNICIPALITY

T.101

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP1(E) SCHEDULE OF LABOUR CONTENT

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

The specified target value is 10%

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

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

Notes to Tenderer:

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

SIGNED ON BEHALF OF THE TENDERER:

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP2(E) EMPLOYMENT OF ABE'S

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

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

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

Notes to tenderer:

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

SIGNED ON BEHALF ON THE TENDERER

.....

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP3(E) HDI EQUITY IN PROJECT



The tenderer shall complete the table below

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

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP4(E) HDI SUPERVISORY STAFF

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

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

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

HDI as percentage of total %

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP5(E) ABE DECLARATION AFFIDAVIT



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

SIGNED ON BEHALF OF THE TENDERER

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



GREATER LETABA MUNICIPALITY

T.106

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
RDP7(E) ENTREPRENEURIAL TRAINING**



Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING



Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER

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

- T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
- T2.4 B RATES FOR SPECIAL MATERIALS
- T2.4 C ALTERATIONS BY TENDERER
- T2.4 D WORKS PREVIOUSLY EXECUTED
- T2.4 E PRESENT COMMITMENTS
- T2.4 F SUPERVISORY AND SAFETY PERSONNEL
- T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR
- T2.4 H LABOUR UTILISATION
- T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993)

- T2.4 J PLANT AND EQUIPMENT
- T2.4 K SUB-CONTRACTORST-129
- T2.4 L SITE INSPECTION CERTIFICATE
- T2.4 M AUTHORITY OF SIGNATORY
- T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM
- T2.4 O JOINT VENTURE AGREEMENT
- T2.4 P PREFERENTIAL PROCUREMENT
- T2.4 Q AFFIDAVIT
- T2.4 R AFFIDAVIT
- T2.4 S AFFIDAVIT
- T2.4 T DECLARATION OF INTEREST
- T2.4 U BANKING DETAILS
- T2.4 V RATES FOR SPECIAL MATERIALS

T.110

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.5 RETURNABLE DOCUMENTS CHECKLIST

T-143



GREATER LETABA MUNICIPALITY



GREATER LETABA MUNICIPALITY

T.111

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10 (FINAL RETENTION)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)	

SIGNED ON BEHALF OF TENDERER:



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 B RATES FOR SPECIAL MATERIALS

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

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:



T-113

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 C ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:



T.114

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 D WORKS PREVIOUSLY EXECUTED

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

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

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

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.

T.115

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



T2.4 E PRESENT COMMITMENTS

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

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.



T.116

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 F SUPERVISORY AND SAFETY PERSONNEL

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

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

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

SIGNATURE OF TENDERER:

DATE:

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.3 Target Area

The target area is defined as the area resorting under the GREATER LETABA MUNICIPALITY Areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

(2) accept the sanctions set out in Section 4 below should such conditions be breached; and

(3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

“Targeted labour shall be engaged in the performance of the contract to the value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5.”

4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

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

where:

D = tendered Contract Participation Goal percentage

D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract

NA = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable.

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



GREATER LETABA MUNICIPALITY

T-119

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE:

NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 H LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

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

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

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

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

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

5. Skilled Employee

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

6. Semi-Skilled Employee

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

7. Unskilled Employee

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

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.



GREATER LETABA MUNICIPALITY

T-123

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

MAN DAYS

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

SIGNATURE OF TENDERER:

DATE:



GREATER LETABA MUNICIPALITY

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO

2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

.....

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?

.....

4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?

.....

5. Does the Contractor conduct monthly safety meetings? If yes, who is the YES / NO
chairperson of the meeting, and who attends these meetings?

.....

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

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

.....



T-125

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

.....

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

.....

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

SIGNATURE OF TENDERER: DATE:



T-126

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:



T-127

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 K SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER:

DATE:



T-128

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 L SITE INSPECTION CERTIFICATE

As required by the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:

Site Visit

This will certify that.....

Representing.....

attended a Site Inspection for this Contract on 20.....

FOR THE ENGINEER: (signed)



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 M AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors

- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners

- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

- (e) A joint venture, and attach hereto:
 - An notarially certified copy of the original document under which the joint venture was constituted

 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....



GREATER LETABA MUNICIPALITY

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

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

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

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

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

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



GREATER LETABA MUNICIPALITY

T.132

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

SIGNATURE OF TENDERER:

DATE:



T-133

GREATER LETABA MUNICIPALITY

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.4 O JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....%
.....%
.....%
.....%
.....%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity)

and in accordance with any further agreements as attached to this document, titled

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.



GREATER LETABA MUNICIPALITY

T-134

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

WITNESSES:	1.
	2.

SIGNATURE OF TENDERER: DATE:



GREATER LETABA MUNICIPALITY

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.4 P PREFERENTIAL PROCUREMENT

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

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

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



T-136

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Total HDI Equity Ownership (EP) %

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

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

NEP =

Calculation of preferential points:

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

Where:

TPP = Total Preference Points scored

NEP = Points scored for Equity Ownership

L = Points scored for being located in GREATER LETABA MUNICIPALITY.

$$TPP = \dots + \dots = \dots$$

SIGNATURE OF TENDERER:

DATE:



GREATER LETABA MUNICIPALITY

T-137

**GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

T2.4 Q AFFIDAVIT

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

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

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

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

Signed at on this day of20.....

.....
SIGNATURE

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

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

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

Signed at on this day of20.....

.....
SIGNATURE



GREATER LETABA MUNICIPALITY

T-138

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 R AFFIDAVIT

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

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

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

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

Signed at on this day of20.....

.....
SIGNATURE

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

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED , ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

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

Signed at on this day of20.....

.....
SIGNATURE



GREATER LETABA MUNICIPALITY

T-139

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 S AFFIDAVIT

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

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

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

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

Signed at on this day of20.....

.....
SIGNATURE

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

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

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

Signed at on this day of20.....

.....
SIGNATURE



T-140

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 T DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

		<u>YES</u>	<u>NO</u>
(1)	Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(2)	In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(3)	Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(4)	Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF TENDERER: DATE:



GREATER LETABA MUNICIPALITY

T-141

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

T2.4 U BANKING DETAILS

Bank Name:

Account Holder's Name:

Account Number:

Branch Code:

Contact Person:

Contact Number:

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:



GREATER LETABA MUNICIPALITY

T-142

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
RATES FOR SPECIAL MATERIALS**

T2.4 V

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

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

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

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

SIGNATURE OF TENDERER: DATE:

END OF SECTION



T-143

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

GREATER LETABA MUNICIPALITY

BID NUMBER: GLM011/2024

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2
PROJECT**

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.5: RETURNABLE DOCUMENTS CHECKLIST

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
CHECKLIST**

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

RETURNABLE DOCUMENT	YES	NO
1. Company registration certificate (C.K certificate)		
2. Proof of SARS Tax pin (for all companies in case of a Joint Venture)		
3. In case of a Joint venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached (if applicable).		
4. Certified ID copies of all directors/member/shareholders of the company (for all companies in case of a Joint Venture)		
5. Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder or any of its directors to the Municipality which are not in arrears for not more than three months in line with regulation no.38 of the Municipal Supply Chain Management Regulations/ recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area / valid lease agreement signed between the Lessor and the Lessee(Bidder).		
6. Company Profile or schedule indicating bidder's experiences (for all companies in case of Joint Venture)		
7. All pages of the bid document must be signed and initialled and must be properly completed in black ink (alterations on the bid document must be initialled or signed off)		
8. The Bidders must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.		
9. Valid and Relevant letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA)) from Department of Labour OR any company accredited by Department of Labour.		
10. Attached letter of Intent to provide guarantee		
11. Attach Proof of Purchase (Receipt or Proof of payment)		
12. A copy of relevant CIDB Grading downloadable from the CIDB website		



GREATER LETABA MUNICIPALITY

T.145

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

RETURNABLE DOCUMENT	YES	NO
13 Attach bank rating letter, not older than 3 months.		
14 Attach recent three (3) years Audited Financial Statements should the bidder's price offer exceeds R10 million rands.		
15 Completion of Form of Offer		
16 Completion of Schedule of Quantities(BOQ must be clearly completed, any alterations must be initialized)		
17 Certificate of Authority for Signatory		
18 Attach Programme of Works & Cashflow Projections on MS projects		

Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:



GREATER LETABA MUNICIPALITY

T.2

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Cell phone No:

..... NAME IN CAPITAL (BLOCK) LETTERS

SIGNATURE

END OF SECTION

THE CONTRACT

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

C.2 GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PARTC1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.6
C1.3	PERFORMANCE GUARANTEE	C.10
C1.4	CONTRACT DATA.....	C.12
C1.5	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.25
C1.6	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.27
C1.7	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.28
C1.8	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.29



**C.3 GREATER LETABA MUNICIPALITY
 CONTRACT NO: GLM011/2026
 CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

**CONTRACT No.: GLM011/2026
 CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT.**

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

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

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

.....

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer
 (Name and address of organization)

Name and
 signature of
 witness

Date



GREATER LETABA MUNICIPALITY

C.4 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Acceptance

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

The terms of the contract are contained in:

- PARTC1 Agreements and contract data, (which includes this agreement)
PART C2 Pricing data
PARTC3 Scope of work
PARTC4 Site information
PARTC5 Annexures

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)
Name(s)
Capacity
for the Employer.....
(Name and address or organization)

Name and signature of witness Date:



GREATER LETABA MUNICIPALITY

C.5 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Contractor:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness

Date:

C.6 GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

This AGREEMENT made at on this day of in the year between GREATER LETABA MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by in his capacity as and delegate of the Employer and (herein after called “the Principal Contractor”) of the other part, herein represented byin his capacity as

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer’s Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued b the South African Institution of Civil Employer’s Agenting (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.

C.7 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

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



GREATER LETABA MUNICIPALITY

C.8 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

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

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

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



GREATER LETABA MUNICIPALITY

C.9 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

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

DATE:

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

.....

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

NAME

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

DATE: DATE:.....

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



C.10 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
GREATER LETABA MUNICIPALITY
P.O Box 36
MODJADJISKLOOF
0835

CONTRACT

I/We, the undersigned,

.....

.....

acting herein in my/our capacity as

.....

..... and as such duly

authorized to represent

.....(Hereinaft

er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the

obligations of.....

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Municipal Manager of Greater Letaba Municipality and the said Contractor, and/or for the refund by the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Municipal Manager from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R (..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....

or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 6.2 of the General Conditions of Contract 2015. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the



GREATER LETABA MUNICIPALITY

C.11 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at on this day of 20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:.....
.....

2.
ADDRESS:.....
.....

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for Construction Works, 3rd Edition (2015), (displaying “2nd Print” on the frontispiece); and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

NOTES

Note 1

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

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.



CONTRACT DATA

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

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

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	<p>Add the following to the Clause after the last sentence.</p> <p>“The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer.”</p>
1.1.1.12	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”</p>
1.1.1.14	<p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>“This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 4 Months”</p>
1.1.1.15	<p>The Employer is GREATER LETABA MUNICIPALITY.</p>
1.1.1.16	<p>The Employers Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm AES Consulting cc to fulfil the functions of the Engineer in terms of the Conditions of Contract.</p>
1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities.</p>



C.14 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
1.2.1.5	Delivered by a courier service, and signed for by the recipient or his representative.
	<p>The address of the Employer is:</p> <p style="text-align: center;">GREATER LETABA MUNICIPALITY P.BOX 36 MODJADJISKLOOF 0835</p> <p>The address of the Engineer is:</p> <p style="text-align: center;">Physical address:</p> <p style="text-align: center;">AES Consulting cc Office 7 125 Marshall Street Polokwane</p> <p style="text-align: center;">Postal address:</p> <p style="text-align: center;">P.O Box 15439, Flora Park, Polokwane, 0787 e-mail address: admin@aesconsulting.co.za</p> <p style="text-align: center;">Contact numbers:</p> <p style="text-align: center;">Landline: +27 15 291 3305 Fax: +27 86 219 4585</p>
1.3.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</p>



C.15 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data																																																																																																																																																									
3.2.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Delegated to ER*</th> <th style="width: 10%;">Requires EWA*</th> <th style="width: 10%;">GCC Clause No</th> <th style="width: 50%;">Description</th> <th style="width: 20%;">Financial limit per occurrence</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">Y</td> <td>1.2.1.2</td> <td>Change of address</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: center;">N</td> <td></td> <td>2.2.3</td> <td>Adverse physical conditions</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>2.4.1</td> <td>Ambiguity in or discrepancy between documents</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>3.3.1</td> <td>Employer's Agent's appointment and termination</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>3.3.4</td> <td>Employer's Agent's acting on Employer's Agent's behalf</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>3.3.6</td> <td>Employer's Agent's orders or instructions causing dissatisfaction</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.1</td> <td>Proof of compliance with applicable laws</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.2</td> <td>Proof of good standing with payments in terms of legislation</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.4.2</td> <td>Subcontractor to be approved</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.5.4</td> <td>Payment for notices and fees</td> <td style="text-align: center;">R.....</td> </tr> <tr> <td></td> <td></td> <td>4.7.1</td> <td>Fossils, etc. on Site</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>4.8.2</td> <td>Facilities for others</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>4.9.1</td> <td>Removal of Construction Equipment from Site</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.1</td> <td>Use of Site for Contractor's employees</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.2</td> <td>Contractor's employee information</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Removal of Contractor's employee from Works</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Re-employment of Contractor's employee</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>4.12.2</td> <td>Approval of Construction Manager</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.3.1</td> <td>Commencement of the Works</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.3</td> <td>Approval of programme</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.4</td> <td>Adjustment of programme</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>5.7.1</td> <td>Rate of progress falling behind programme</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>5.7.1</td> <td>Steps taken to expedite progress</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.7.2</td> <td>Work at night</td> <td style="text-align: center;">R.....</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.7.3</td> <td>Payment for acceleration</td> <td style="text-align: center;">R.....</td> </tr> <tr> <td></td> <td style="text-align: center;">Y</td> <td>5.8.1.1</td> <td>Work during non-working times</td> <td style="text-align: center;">R.....</td> </tr> <tr> <td></td> <td></td> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td style="text-align: center;">NA</td> </tr> <tr> <td></td> <td></td> <td>5.9.2</td> <td>Further instructions and drawings</td> <td style="text-align: center;">NA</td> </tr> </tbody> </table>				Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.3.1	Employer's Agent's appointment and termination	NA		Y	3.3.4	Employer's Agent's acting on Employer's Agent's behalf	NA			3.3.6	Employer's Agent's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.4.2	Subcontractor to be approved	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA			4.10.1	Use of Site for Contractor's employees	NA			4.10.2	Contractor's employee information	NA			4.11.2	Removal of Contractor's employee from Works	NA			4.11.2	Re-employment of Contractor's employee	NA		Y	4.12.2	Approval of Construction Manager	NA			5.3.1	Commencement of the Works	NA			5.6.3	Approval of programme	NA			5.6.4	Adjustment of programme	NA		Y	5.7.1	Rate of progress falling behind programme	NA		Y	5.7.1	Steps taken to expedite progress	NA			5.7.2	Work at night	R.....		Y	5.7.3	Acceleration of rate of progress	NA			5.7.3	Payment for acceleration	R.....		Y	5.8.1.1	Work during non-working times	R.....			5.9.1	Instructions and drawings on Commencement Date	NA			5.9.2	Further instructions and drawings	NA
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence																																																																																																																																																						
	Y	1.2.1.2	Change of address	NA																																																																																																																																																						
N		2.2.3	Adverse physical conditions	NA																																																																																																																																																						
		2.4.1	Ambiguity in or discrepancy between documents	NA																																																																																																																																																						
	Y	3.3.1	Employer's Agent's appointment and termination	NA																																																																																																																																																						
	Y	3.3.4	Employer's Agent's acting on Employer's Agent's behalf	NA																																																																																																																																																						
		3.3.6	Employer's Agent's orders or instructions causing dissatisfaction	NA																																																																																																																																																						
		4.3.1	Proof of compliance with applicable laws	NA																																																																																																																																																						
		4.3.2	Proof of good standing with payments in terms of legislation	NA																																																																																																																																																						
		4.4.2	Subcontractor to be approved	NA																																																																																																																																																						
		4.5.4	Payment for notices and fees	R.....																																																																																																																																																						
		4.7.1	Fossils, etc. on Site	NA																																																																																																																																																						
	Y	4.8.2	Facilities for others	NA																																																																																																																																																						
	Y	4.9.1	Removal of Construction Equipment from Site	NA																																																																																																																																																						
		4.10.1	Use of Site for Contractor's employees	NA																																																																																																																																																						
		4.10.2	Contractor's employee information	NA																																																																																																																																																						
		4.11.2	Removal of Contractor's employee from Works	NA																																																																																																																																																						
		4.11.2	Re-employment of Contractor's employee	NA																																																																																																																																																						
	Y	4.12.2	Approval of Construction Manager	NA																																																																																																																																																						
		5.3.1	Commencement of the Works	NA																																																																																																																																																						
		5.6.3	Approval of programme	NA																																																																																																																																																						
		5.6.4	Adjustment of programme	NA																																																																																																																																																						
	Y	5.7.1	Rate of progress falling behind programme	NA																																																																																																																																																						
	Y	5.7.1	Steps taken to expedite progress	NA																																																																																																																																																						
		5.7.2	Work at night	R.....																																																																																																																																																						
	Y	5.7.3	Acceleration of rate of progress	NA																																																																																																																																																						
		5.7.3	Payment for acceleration	R.....																																																																																																																																																						
	Y	5.8.1.1	Work during non-working times	R.....																																																																																																																																																						
		5.9.1	Instructions and drawings on Commencement Date	NA																																																																																																																																																						
		5.9.2	Further instructions and drawings	NA																																																																																																																																																						



C.16 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data			
		5.9.3	Requested instructions and drawings	NA
	Y	5.9.7	Contractor's designs	NA
	Y	5.9.7	Departing from Contractor's designs	NA
	Y	5.11.2	Suspension of the Works	NA
		5.11.6	Proceeding with Works after suspension	NA
N		5.12.4	Acceleration instead of extension of time	R.....
		5.13.2	Reduction in penalty	R.....
N	Y	5.14.1	Work to be completed for Practical Completion	NA
N	Y	5.14.2	Certificate of Practical Completion	NA
N		5.14.4	Certificate of Completion	NA
N		5.16.1	Final Approval Certificate	NA
	Y	6.3.1	Variation orders	R.....
	Y	6.3.2.1	Confirmation of a Variation Order	NA
		6.4.1	Valuation of a Variation Order	NA
		6.4.1.3	Consultation on valuation of a Variation Order	NA
		6.4.1.4	Dayworks as a Variation Order	R.....
	Y	6.4.2	Delivering the valuation of a Variation Order	NA
		6.5.1.3	Construction Equipment rates for dayworks	NA
		6.5.2	Materials for dayworks	R.....
		6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
		6.6.1	Provisional sum work	
		6.6.3	Prime cost work	
		6.7.2	Valuation of the Works	NA
		6.7.3	Measurement of work	NA
		6.8.4	Costs due to changes in legislation	NA
		6.9.3	Plant and materials becoming property of Employer	NA
		6.10.1	Monthly payment certificate	NA
		6.10.4	Delivery of payment certificate	NA
		6.10.7	Correction of previous payment certificate	NA
		6.10.8	Completion payment certificate	NA
		6.10.9	Final payment certificate	NA
		6.11.1	Variations exceeding 15%	
		7.1.1	Unsuitable Construction Equipment	NA
		7.4.1	Samples of materials	NA
		7.4.2	Test specimens	NA
		7.4.3	Tests	NA
		7.4.5	Reports on tests	NA
		7.5.1	Covering up work	NA



GREATER LETABA MUNICIPALITY

C.17 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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



Clause	Contract Data
4.1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.”</p>
4.3.1	<p>Compliance with applicable laws.</p> <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>4.3.1.2 OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>



C.19 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
	<p>4.3.1.3 Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> <p>4.3.1.4 Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> <p>4.3.1.5 Contractor's Designer</p> <p>The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>
4.4.4	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular subcontractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."</p>
4.10	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."</p>



C.20 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
5.3.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Cashflow”
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>“The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.”</p>
5.5.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The time for Completion shall be 3 months from Commencement Date, including year-end break/s.”</p>
5.6.2.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Commencement date after all documents after all documents are submitted</p>
5.7.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.”</p>
5.8.1	<p>The non-working Days are Sundays</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p>



C.21 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
	All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Penalty per day shall be R5 000,00 per day.”</p>
5.14.1	<p>Practical Completion</p> <p>Replace the last sentence of the second paragraph:</p> <p>"Should the Engineer ... on the Due Completion Date."</p> <p>with the following:</p> <p>"Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</p>
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p>Replace "the Engineer" in the second line with the following:</p> <p>", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"</p>
5.14.4	<p>Certificate of Completion</p> <p>Replace "the Engineer" in the second line of the first paragraph with:</p> <p>", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"</p>
6.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“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.”</p>
6.2.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p>



C.22 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
	The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.8.2	The application of a contract price adjustment will apply to this Contract.
6.3.3	Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS “between the Employer and the Contractor”.</i>
6.10.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage limit for materials not yet built into the Permanent Works is 80%.”</p>
6.10.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect.”</p>
6.10.4	<p><i>IN LINE 3 DELETE THE WORD “said” AND INSERT THE WORD “correct”.</i></p> <p>In the third sentence replace “28” with “35”.</p>
6.10.5.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Defects Liability Period will be 12 months.”</p>
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE “15 %” AND REPLACE IT WITH “25 %”.</i>
8.6.1.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Limit of indemnity shall be R2 million per event, the number of events being unlimited.”</p>
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i>



C.23 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Clause	Contract Data
	<p>“In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required:</p> <p>Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses.”</p>
8.6.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer.”</p>
9.2.1.3.7	<p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>“The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,”</p>
10.7.1	<p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>



C.24 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: e-mail address: Contact numbers:
1.2.1	The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Contract Sum.
6.5.1.2. 3	The percentage allowance to cover overhead charges is %.
6.8.3	The variation in cost of special materials is as per Form T2.2.18

END OF SECTION

C.25 GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

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



GREATER LETABA MUNICIPALITY

C.26 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

SIGNED ON BEHALF OF THE EMPLOYER.....

AS WITNESS:

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

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

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

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



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

I, in my capacity as Municipal Manager of the Employer, GREATER LETABA MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section3(1) of the Act (as amended) appointin his capacity as of the Contractor, of address:..... and contact number:..... to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.:.....for

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print):1. 2.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



GREATER LETABA MUNICIPALITY

C.29 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT
No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

C1.8

THIS AGREEMENT made aton this theday of
.....in the year..... between GREATER LETABA
MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity
as.....and delegate of the Employer in terms of the Employer’s
standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and
.....in his capacity as
and being duly authorised by virtue of a resolution appended hereto as a resolution appended
hereto as Annexure A.

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.



GREATER LETABA MUNICIPALITY

C.30 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):.....

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):.....

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN



C.31 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

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

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

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

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

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

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



C.32 **GREATER LETABA MUNICIPALITY**

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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

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

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

SIGNED:

DATE:

WITNESS: 1. 2.

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

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

SIGNED:

DATE:

WITNESS: 1. 2.

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



GREATER LETABA MUNICIPALITY

C.33 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

**CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

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

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

..... of address

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:



GREATER LETABA MUNICIPALITY

C.34 GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

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

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

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:



C.35 GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS.....	C.36
C2.2	BILL OF QUANTITIES	C.39
C2.3	SUMMARY OF BILL OF QUANTITIES	C.42
C2.4	CALCULATION OF TENDER SUM.....	C.00

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

of quantities.

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

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer’s Agent’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

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

14 All rates and sums of money quoted in the bill of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded

C.39

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY

C2.2 BILL OF QUANTITIES

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A	PRELIMINARIES AND GENERAL (P&Gs)				
1	Remuneration of the Project Liaison Officer and members of the Project Steering Committee to be paid in equal monthly payments over 6 months:				
	(a)Project Liaison Officer (CLO) at R5000 per month	Prov Sum	1	20,000.00	R 20,000.00
	(b) Safety Officer	Prov Sum	1	20,000.00	R 20,000.00
	(c) Training	Prov Sum	1	80,000.00	R 80,000.00
	(d) Contractor's handling costs, profit and all other charges in respect of subitems				
	(i) Project Liaison Officer	%	20,000.00		
	(ii) Safety Officer	%	20,000.00		
	(iii) Training	%	80,000.00		
2	Compliance with OHS Act and Regulations (including the Construction Regulations 2014)	Month	4		
3	Provision and erection of construction Notice	No.	1		
A	Carried forward				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A	Brought forward				
4	The contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	4		
	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
5	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	20		
	(b) Ablution units	Lump Sum	1		
6	Office and laboratory furniture:				
	(a) Chairs	number	10		
	(b) Conference tables	number	2		
	(c) Fire extinguisher, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	number	2		
7	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	lump sum	1		
	(ii) Running costs	month	4		
	Protection of all existing services within the project area, including the relocation of an existing electrical kiosk, including reconnection, testing and commissioning, complete.	Lump Sum	1		
	Provisional Sum for additional testing as directed by the Engineer.				
	This item excludes the already obligatory testing, which shall be included in all the Contractor's tendered rates. This item is limited to confirmatory, dispute, or other testing as directed at the Engineer's discretion.				
9		Prov Sum	1	27,272.73	27,272.73
10	Contractor's handling costs, profit and all other charges in respect of provisional item	%	27,272.73		
A	P&Gs CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B	ARTIFICIAL TURF SOCCER FIELD				
1(LI)	Excavating soft material situated within the following depth ranges below the surface level (all haul 5km): (i) 0m up to 1,5m (ii) Extra over for excavation in hard material	m ³ m ³	2,120.21 106.01		
2	Subgrade preparation, compaction to 93% MODAASHTO	m ³	1,538.10		
3	Free-draining crushed stone (19 mm clean, <5% fines), compacted in two layers of 100mm each to 90% Mod AASHTO; pneumatic roller only	m ³	1,288.37		
4	35 mm free-draining finishing stone (9.5 mm clean crushed stone, no fines), plate-compacted to 90% Mod AASHTO	m ³	185.64		
5	Bidim A6 non-woven geotextile	m ²	7,329.66		
6	Supply and install 40 mm pile height dual-tone monofilament synthetic turf with silica sand and SBR rubber (or approved TPE) infill, polyurethane-backed and perforated for vertical drainage, complete.	m ²	5,304.00		
7	Supply and lay 110 mm diameter perforated HDPE drainage pipe, complete.	m	1,326.00		
8	Supply and lay 160 mm diameter perforated HDPE drainage pipe, complete.	m	428.00		
9	Concrete culvert with headwalls, including 300 mm diameter concrete pipe, complete with foundation and blinding.	No.	2.00		
10	Junction Boxes	No.	12.00		
11 (LI)	Stone pitching, 150 mm thick, complete	m ²	50.00		
12	Concrete , Grade 30, including formwork, placing, compaction and curing	m ³	46.20		
13	Steel Reinforcement: Mild Steel Bars	t	3.70		
14	Permanent inlaid white line markings, 100 mm wide, in accordance withSAFA requirements, complete	Lump Sum	1.00		
15	Supply and install SAFA-compliant soccer goal posts with nets, corner flags and ground sockets, complete.	Lump Sum	1.00		
B	CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C	GRASSED RUNNING TRACK				
1(LI)	Excavating soft material situated within the following depth ranges below the surface level (all haul 5km): (i) 0m up to 1,5m	m ³	1,935.00		
2	Subgrade preparation, compaction to 93% MODAASHTO	m ³	724.50		
3	150 mm sand rootzone (80% medium sand 0.25–1.0 mm, 20% well-composted organic matter), uniformly mixed off-site and lightly plate-compacted to 90% Mod AASHTO	m ³	548.25		
4	Clean, washed coarse silica sand (0.5–2.0 mm), free of fines	m ³	43.47		
5	Bidim A6 non-woven geotextile	m ²	496.80		
6	Kikuyu grass established by turfing, including application of starter fertiliser at 35 g/m ² , 10 mm medium sand topdressing, and application of approved pesticides as required.	m ²	3,870.00		
7	Supply and lay 110 mm diameter perforated HDPE drainage pipe, complete.	m	414.00		
8	Prefabricated barrier kerb, SABS 927 Fig no.6	m	860.00		
	IRRIGATION SYSTEM FOR GRASSED RUNNING TRACK				
9	Gear-driven pop-up rotor sprinkler (10 m radius, low-angle nozzle, 100 mm pop-up), operating at 320 kPa at head.	No.	61.00		
10	Supply and lay 63 mm diameter HDPE pipe, PN10, complete.	m	500.00		
11	Supply and lay 40 mm diameter HDPE pipe, PN10, complete.	m	473.80		
12	Booster pump set delivering 3.2 L/s at 100 m total dynamic head, inclusive of losses, complete with controls, fittings and protective steel cage.	No.	1.00		
13	Supply and install filter, non-return valve and pressure regulator on booster pump discharge, complete.	Lump Sum	1.00		
14	Supply and install 40 mm gate valve in lockable valve box, complete.	No.	4.00		
15	Provision of pipe specials, valves, fittings	Sum	1		
16	Supply and install 1.8 m high galvanised wire mesh fencing around the running track, complete with posts, concrete footings, barbed wire, fittings, and all accessories	m	480		
C	CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
D	LONG JUMP FACILITY				
1(LI)	Excavating soft material situated within the following depth ranges below the surface level (all haul 5km):				
	(i) 0m up to 1,5m	m ³	93.60		
	(ii) Extra over for excavation in hard material	m ³	4.68		
2	Subgrade preparation, compaction to 93% MODAASHTO	m ³	156.00		
3	G7 base material, placed in layers OF 150mm and compacted to 97% Mod AASHTO	m ³	25.00		
4	Concrete , Grade 30, including formwork, placing, compaction and curing	m ³	10.00		
5	Brick edge restraint, including mortar and pointing, complete	m ²	50.40		
6	Clean, washed coarse graded crushed stone (19 mm), free of fines	m ³	9.00		
7	Supply and lay 160 mm diameter perforated HDPE subsoil drainage pipe, including bedding and connections, complete	m	50.00		
8	Clean, washed coarse sand surround perforated pipe.	m ³	2.00		
9	Non-woven needle-punched geotextile (Bidim A2 or approved equivalent)	m ²	92.00		
10	Washed river sand for long jump pit, 2 mm max , clean and in accordance with SANS 1090	m ³	48.00		
11	Rubberised surfacing applied over concrete base incl. primer coat, UV-stable, non-slip, complete	m ²	65.00		
D	CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
E	FOUR CRICKET PRACTICE NETS				
1 (LI)	Excavating soft material situated within the following depth ranges below the surface level (all haul 5km): (i) 0m up to 1,5m (ii) Extra over for excavation in hard material	m ³ m ³	160.00 8.00		
2	Subgrade preparation, compaction to 93% MODAASHTO	m ³	65.00		
3	G7 base material, placed in layers OF 150mm and compacted to 97% Mod AASHTO	m ³	65.00		
4	Concrete Blinding	m ³	22.00		
5	Reinforcement mesh Ref 395	m ²	432.00		
6	Concrete , Grade 25, including formwork, placing, compaction and curing, non-slip broom finish	m ³	68.00		
7	Supply and Install galvanised steel upright posts, 60 mm dia, incl. base plates and anchors	m	210.00		
8	Supply and install galvanised steel transverse rafters/top rails, 60 mm dia	m	352.00		
9	UV-stabilised polyethylene netting (50 mm mesh) to sides, incl. cables, fixings & tensioning	m ²	583.00		
10	UV-stabilised roof netting, incl. support cables and fixings, complete	m ²	516.00		
11	Access openings with zip or gate system to cricket nets, complete	No.	4.00		
12	Rippon Flexi Rip practice stumps on removable bases, complete	No.	4.00		
E	CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNTS
F	BOREHOLE AND ELEVATED STORAGE TANK SYSTEM.				
1	<u>Supply and install tanks as follows:</u>				
	a) 20KI tank complete with concrete platform foundation, 6m stand, pipework as detailed on drawing.	Sum	1		
	b) Provision of pipe specials, valves, fittings for inlet and outlet connections	Sum	1		
	c) Test and disinfect reservoir and related pipe work. Including testing of reservoir for watertightness, pipework and valves and cleaning and sterilization.	Sum	1		
2	Construction of anchor blocks (plinths) and pipe support, 30MPa Concrete	m ³	2		
3	Drilling, equipping and testing of borehole in accordance with SANS standards, complete.	Prov Sum	1	R 250,000.00	R 250,000.00
4	Contractor's handling costs, profit and all other charges in respect of provisional item	%	R 250,000.00	10%	
4	Integrated programmable control system for borehole pumping, tank level control and irrigation zone automation, complete.	Lump Sum	1		
F	CARRIED FORWARD TO SUMMARY				

MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
G	STORM-WATER MANAGEMENT				
1 (LI)	Excavating soft material situated within the following depth ranges below the surface level (all haul 5km): (i) 0m up to 1,5m (ii) Extra over for excavation in hard material	m ³ m ³	580.00 29.00		
(LI)	Backfilling: (a) Using the excavated material (b) Using imported selected material	m ³ m ³	112.50 11.25		
	Trimming and shaping of open drains	m ²	760.00		
2	Drain formation compacted to 93% Mod AASHTO	m ³	182.40		
3(LI)	Stone pitching, 150 mm thick, complete	m ²	663.00		
	Concrete pipe culverts on class C bedding, Type SC 100D-load pipes, spigot and socket joints: 450mm dia.	m	50.00		
4	Concrete culvert with headwalls, including 450 mm diameter concrete pipe, complete with foundation and blinding.	No.	1.00		
5	Manholes	No.	2.00		
G	CARRIED FORWARD TO SUMMARY				

C.42

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



C2.3

SUMMARY OF BILL OF QUANTITIES

SUMMARY
MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

SECTION	DESCRIPTION	BILL AMOUNT
A	PRELIMINARY AND GENERALS	
B	ARTIFICIAL TURF FOOTBALL FIELD	
C	GRASSED RUNNING TRACK	
D	LONG JUMP FACILITY	
E	FOUR CRICKET PRACTICE NETS	
F	BOREHOLE AND ELEVATED STORAGE TANK SYSTEM.	
G	STORM-WATER MANAGEMENT	
H	SUB-TOTAL 1	



C.43

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C2.4 CALCULATION OF TENDER SUM

Note : Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.

SUMMARY
MOKWAKWAILA STADIUM PHASE 2
CONTRACT NO: GLM011/2024

SECTION	DESCRIPTION	BILL AMOUNT
H	SUB-TOTAL 1	
I	CONTINGENCIES @ 2%	
J	SUB-TOTAL 2	
K	ADD 15% VAT	
L	TENDER SUM	

C43

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKSC.45



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The Employer's objectives are to provide fit-for-purpose community sports infrastructure for the residents of the Mokwakwaila area within the Greater Letaba Local Municipality. The project aims to promote sports development, healthy lifestyles, and social cohesion, while creating employment opportunities and stimulating the local economy during the construction phase.

The implementation of the project is intended to maximise opportunities for local labour, local contractors, and SMMEs, and to align with Expanded Public Works Programme (EPWP) principles where practicable. The completed facilities are intended to provide durable, low-maintenance, and all-weather sports infrastructure suitable for community and organised sporting activities.

C3.1.2 Overview and Location of Works

The Mokwakwaila Stadium Phase 2 project is located at Mokwakwaila within the jurisdiction of the Greater Letaba Local Municipality, Limpopo Province. The works form part of the upgrading of existing sports facilities to improve usability, functionality, and compliance with recognised sporting standards.

The project site is accessible via existing local road networks and is intended to serve the surrounding community and neighbouring settlements.

C3.1.3 Extent of Works

The work to be carried out by the Contractor under this contract comprises mainly the following:

- Site clearance
- Construction of an artificial turf sports field
- Construction of a grassed running track
- Construction of a long jump facility
- Construction of four (4) cricket practice nets,
- Construction of a borehole and water storage tank
- Installation of stormwater drainage systems for the site

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

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.1.4 Location of the Works

The Mokwakwaila Stadium Phase 2 project is located in the Greater Letaba Local Municipality, Limpopo Province. The site lies within a rural settlement area (village) called Mokwakwaila Village. The surrounding environment consists mainly of community facilities, residential clusters, and undeveloped land.

Name	CENTRAL COORDINATES	
	Latitude	Longitude
Mokwakwaila Stadium	-23.51972	30.42515

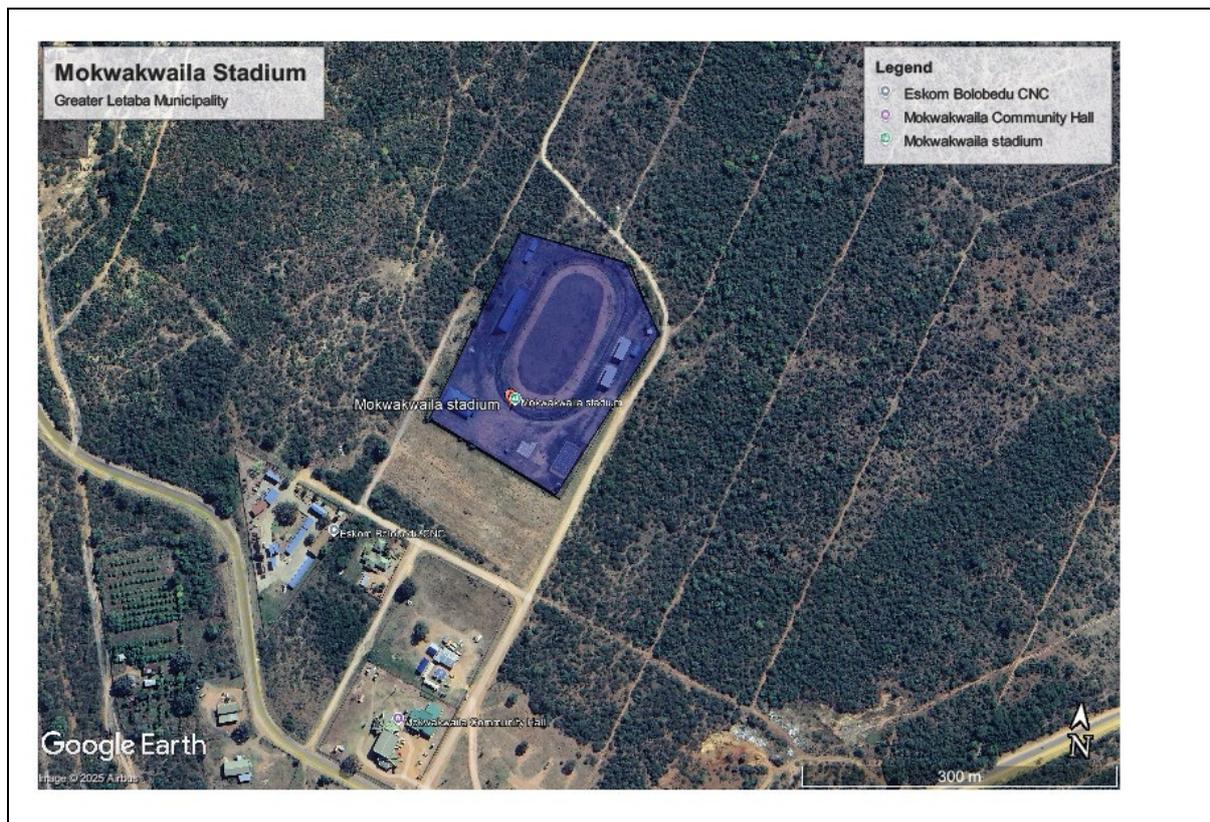


Fig C3.4.1.1: Locality Map: Mokwakwaila Stadium

C3.1.5 Temporary Works

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

C.47

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY

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



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

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

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

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

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

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

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

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



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

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

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts Tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

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

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications 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 laws**

Sectorial determination 2: Civil engineering sector

Ministerial Determination for EPWP (2012)

1.1 ENGINEERING

C3.2.1 **Design**

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



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

in the compilation of the as-built drawings.

C3.2.2 Employer's Design

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

C3.2.3 Contractor's Design

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

C3.2.4 Design procedures

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

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 The Contractor's attention is drawn to the following returnable schedules contained in Part T2:

- a) Empowerment and Preferential Procurement and
- b) Enterprise Declaration Affidavit

C3.3.1.2 These schedules contain all requirements with regard to preferential procurement.

C3.3.2 Subcontracting

- a) The Contractor is obliged to utilise any subcontractors specifically nominated by the Contractor, where in the opinion of the employer the contractor cannot provide a subcontractor that is deemed to be sufficiently experienced and can perform the task at a reasonable market related price.
- b) The Contractor may be required to utilise local subcontractors for the completion of unskilled labour based sections of the works and for the reinstatement of asphalt surfacing within the road reserve.
- c) The Contractor is responsible for work executed by subcontractors on his behalf.
- d) The Engineer will not negotiate directly with subcontractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his subcontractors.

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 - (i) SANRAL's Code of Procedures for the Planning and Design of Highway and Road Structures in South Africa

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand
Tel : (011) 805-5947
Fax : (011) 805-5971
Contact Person : Angeline Aylward

- (b) SABS or BS Specifications and Codes of Practice



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) TMH7 Parts 1, 2 and 3 (as amended 1988)
- (d) SANRAL's Drainage Manual 6th Edition



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

EPWP Special Project Specification

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.

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in 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.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the EPWP is R200 per day for unskilled labour.
- 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.
- 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.
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 60 % women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

- Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
- Contract participation goals
- The contract participation goal for the contract is 10%. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.
- Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

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 cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

All hand 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.

CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

SHAPING

All shaping shall be undertaken by hand.

LOADING

All loading shall be done by hand, regardless of the method of haulage.

HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Greater Letaba Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Greater Letaba Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Greater Letaba Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Greater Letaba Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Greater Letaba Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Greater Letaba Municipality together with concise CV's of the appointees. All appointments must be officially approved by Greater Letaba Municipality. Any changes in appointees or appointments must be communicated to Greater Letaba Municipality forthwith.

The Principal Contractor must, furthermore, provide Greater Letaba Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Greater Letaba Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
- * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)

GREATER LETABA MUNICIPALITY**CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

- * OH&S Representatives Inspection Register
- * Asbestos Demolition & Stripping Register
- * Batch Plant Inspections
- * Construction Vehicles & Mobile Plant Inspections by Controller
- * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
- * Demolition Inspection Register
- * Designer's Inspection of Structures Record
- * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- * Excavations Inspection
- * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- * Fall Protection Inspection Register
- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- * Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Greater Letaba Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Greater Letaba Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Greater Letaba Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

- (ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

- (iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Greater Letaba Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Greater Letaba Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Greater Letaba Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Greater Letaba Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Greater Letaba Municipality:

Greater Letaba Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Greater Letaba Municipality on all Audits and Inspections and may conduct his/her own



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

* machinery ran out of control

to Greater Letaba Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Greater Letaba Municipality and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide Greater Letaba Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Greater Letaba Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Greater Letaba Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Greater Letaba Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full bodyharness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Greater Letaba Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.4.3.1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

(d) The contractor has set up his Health and Safety File.

**Contractor's time related obligations in respect
of the Occupational Health and Safety Act and
Construction Regulations**

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site.

Submission of the Health and Safety File

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

C.219

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY

C4 SITE INFORMATION



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

SITE INFORMATION

1. GENERAL

LOCALITY PLAN

The stadium is in the jurisdiction of Greater Letaba Municipality in Limpopo Province. The proposed road works are approximately at the following co-ordinates:

Name	CENTRAL COORDINATES	
	Latitude	Longitude
Mokwawkwaila Stadium	-23.51972	30.42515

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

2. SITE INFORMATION

2.1 Records and Test Results

2.1.1 Geotechnical report Available on request..

2.2 Reports on Physical Conditions

2.2.1 Mapping



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

2.4.3 Electricity

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.

C.222

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY

C5 ANNEXURES



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PART C5: ANNEXURES

<u>C5.1</u>	<u>PROFORMA DOCUMENTS</u>	C.224
<u>C5.2</u>	<u>GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</u>	C.238

GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
▪ **PROFORMA DOCUMENTS**

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

<u>C5.1.1</u>	<u>RETENTION MONEY GUARANTEE PROFORMA</u>
<u>C5.1.2</u>	<u>EXAMPLE OF ABE DECLARATION AFFIDAVIT</u>
<u>C5.1.4</u>	<u>FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT</u>
<u>C5.1.5</u>	<u>FORM RDP 11(E) : GENERIC TRAINING REPORT</u>
<u>C5.1.6</u>	<u>FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT</u>
<u>C5.1.7</u>	<u>FORM RDP 13(E) : ENGINEERING TRAINING REPORT</u>
<u>C5.1.8</u>	<u>FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT</u>



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

EXAMPLE

Greater Letaba Municipality
P.O Box 36
MODJADJISKLOOF
0835

FOR INFORMATION ONLY:

This Guarantee is not to
completed and signed by
the Guarantor.

A separate form will be
issued to the successful
Tenderer

Notes to Tenderer

1. **This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
2. **The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

CONTRACT No.: GLM011/2024
FOR CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

The guarantee is issued on behalf of

Registration No

(hereinafter referred to as “the Contractor”) in connection with the above mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the.....

(full name of guarantor) registration number.....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1 Each demand shall be in writing and delivered to us at
.....
such other address as we shall in writing notify to you.



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- 2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
- 3. Our aggregate liability under this guarantee is limited to
(R.....) and is restricted to payment of monies only.
- 4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at..... for and on behalf of.....

on this theday of..... in the year

GUARANTOR:

AS WITNESS:

1..... 2.....
.....

NAME(Print): NAME(Print):

ADDRESS..... ADDRESS

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



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

(D) EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :.....
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

PROJECT ANDWORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,

 ..., being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print).....

Date

Signed on behalf of (print name).....

Address



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

.....

Telephone no.....

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY

EXAMPLE

(E) FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2026										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

EXAMPLE

(F) FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2026				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				



GREATER LETABA MUNICIPALITY

233

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Others: - List				
TOTALS				

EXAMPLE

(G) FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2026										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

								TOTAL			
								TOTAL ALL TRAINEES			

EXAMPLE

(H) FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.....

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2026										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

EXAMPLE

(I) FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2026										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		



GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

									TOTAL	
									TOTAL ALL TRAINEES	

EXAMPLE

(J) FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2026						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



GREATER LETABA MUNICIPALITY



GREATER LETABA MUNICIPALITY **GREATER LETABA LOCAL MUNICIPALITY**

**CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

- **GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

TABLE OF CONTENTS

FOREWORD

TERMINOLOGY

ABBREVIATIONS

1 INTRODUCTION

2 RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

2.2 Setting of rate of pay

2.3 Appointment of consulting engineers and contractors

3 Contract Documentation for Consulting Engineers and Contractors for Labour-intensive construction projects

3.1 General

3.2 Contract Documentation for Consulting Engineering Services

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

3.3.2 Conditions of contract

3.3.3 Scope of work

3.3.4 Schedules of quantities

4 DESIGN CHECKLIST



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction of projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002
- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour Intensive Contractor Learnership Programme



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA:	Construction Education and Training Authority
CIDB:	Construction Industry Development Board
ECSA:	Engineering Council of South Africa
EPWP:	Expanded Public Works Programme
FIDIC:	French acronym for the International Federation of Consulting Engineers
NEC:	New Engineering Contract
NQF:	National Qualifications Framework
SANS:	South African National Standard
SPWP:	Special Public Works Programme



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

1 INTRODUCTION

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

2. RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

employment and jobs with longer-term prospects.

10.4.3 *Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

2.3 Appointment of consulting engineers and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

3 CONTRACT DOCUMENTATION FOR CONSULTING ENGINEERS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

consulting engineering services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Engineer:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.
5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- a) whenever a payment certificate is presented to the Client for payment; and
- b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Information to be submitted with the tender

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work—

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating –



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2 The rate of pay set for the SPWP is R per task or per day.

(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of

1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

1.2.3 Contract participation goals

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

- a) **granular materials:**

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological	Very soft	Geological pick head can easily be pushed in as far as



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	pick.		the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

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

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

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
------	-------------	------	----------	------	--------



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
3. During the design of approach roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.

**GREATER LETABA MUNICIPALITY****CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

C.265

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2024

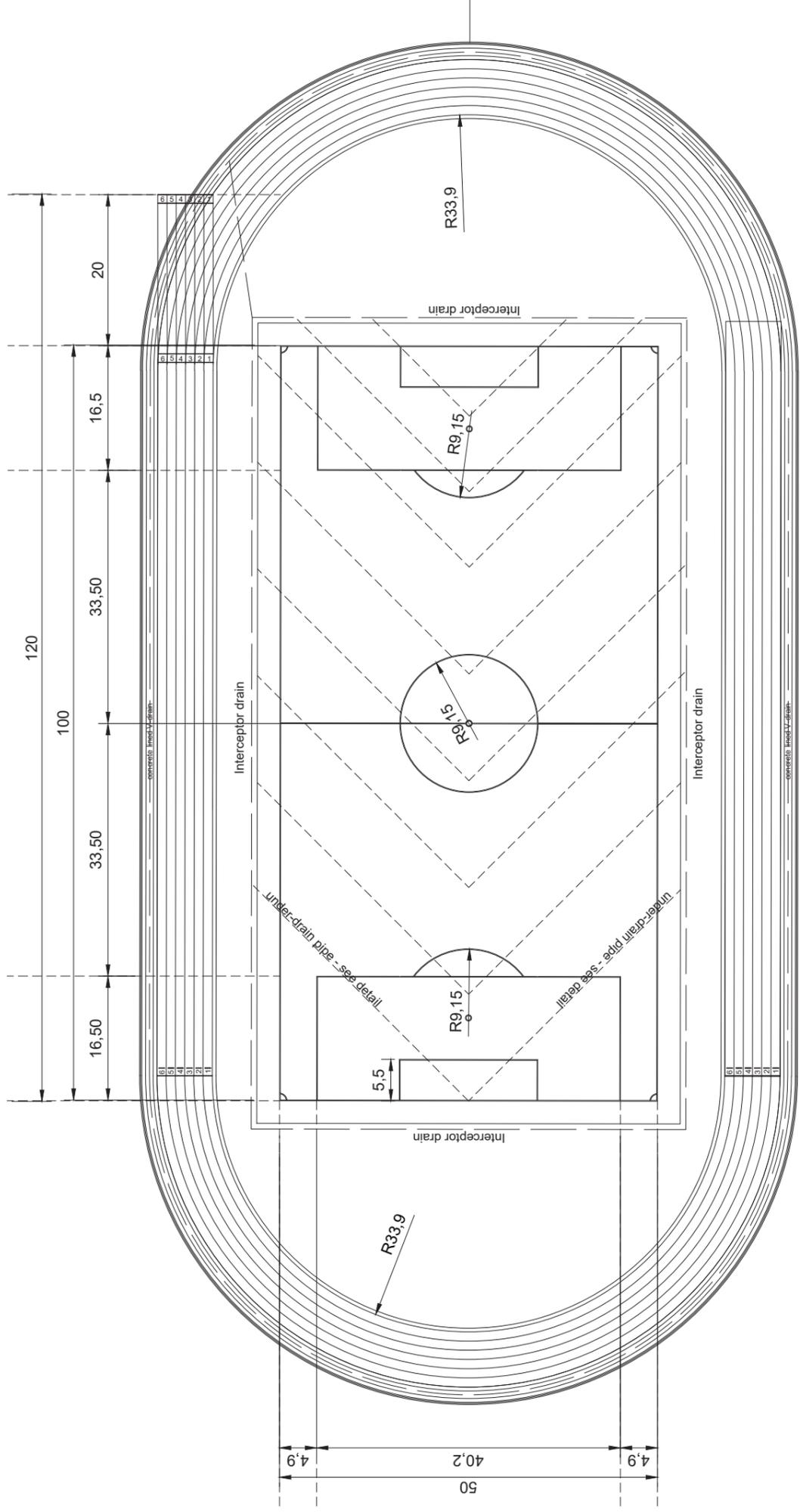
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



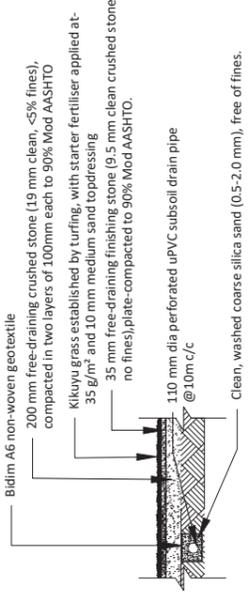
GREATER LETABA MUNICIPALITY

C5.3 TENDER DRAWINGS

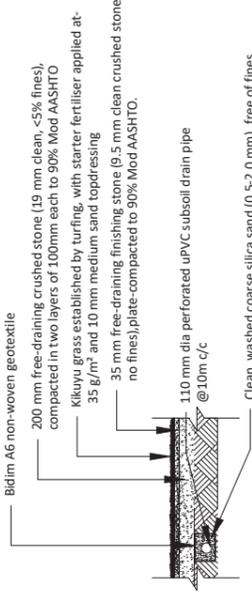
DRAWING STATUS:
FOR CONSTRUCTION



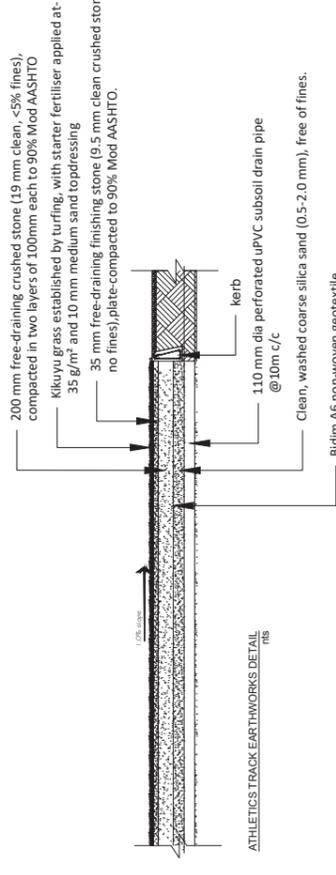
SOCCER PITCH & ATHLETICS TRACK DETAIL
1:500



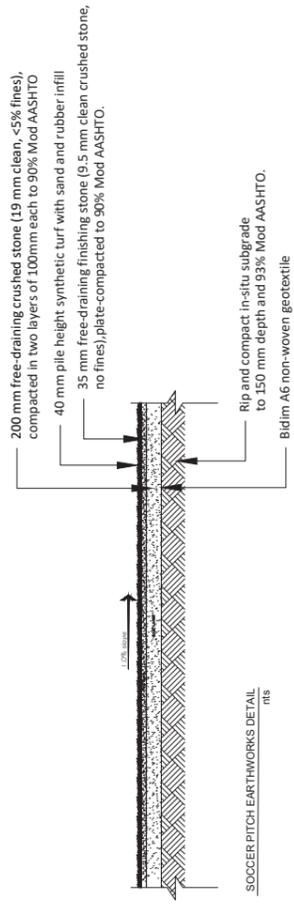
ATHLETICS TRACK SUBSOIL DRAINAGE DETAILS
1:10



SOCCER PITCH SUBSOIL DRAINAGE DETAILS
1:10



ATHLETICS TRACK EARTHWORKS DETAIL
1:10



SOCCER PITCH EARTHWORKS DETAIL
1:10

REV	DESCRIPTION	DATE	CHK	APP

REVISION	DATE	BY	CHK	APP

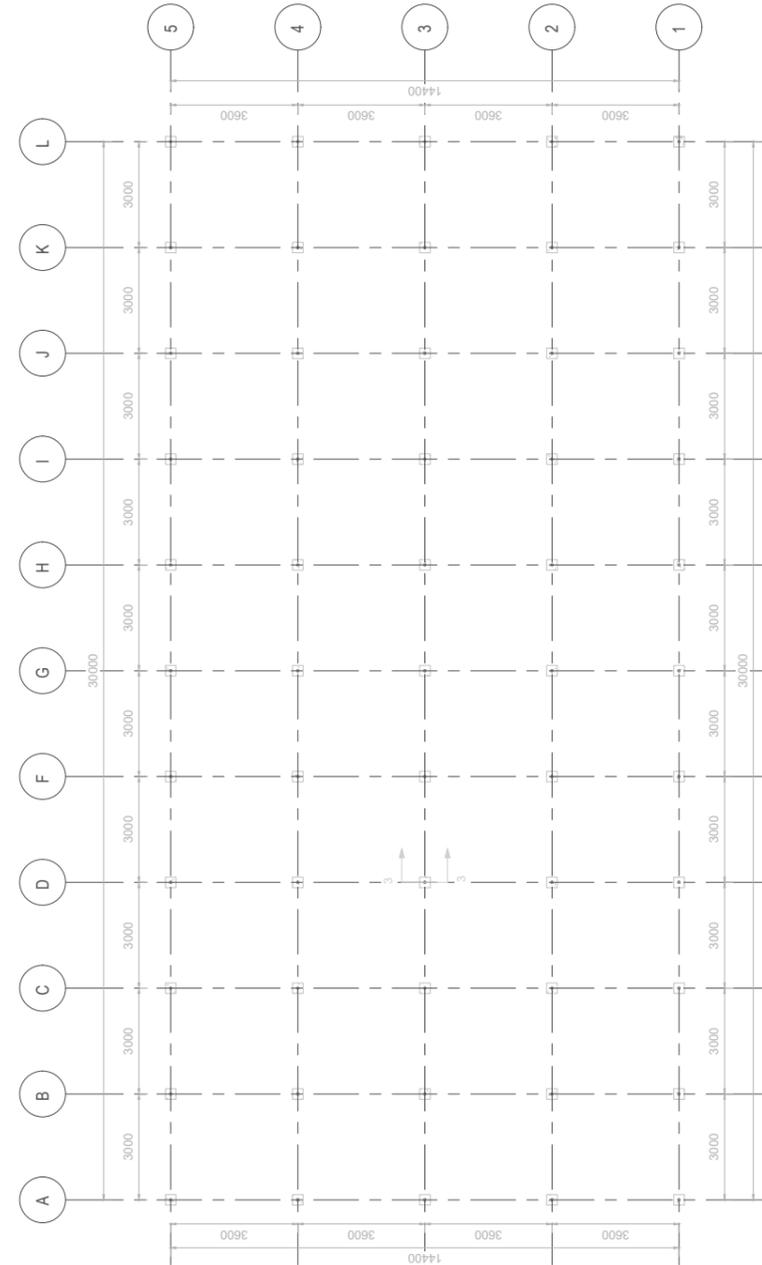
NAME	DATE	SIGNATURE	DATE

TITLE	GENERAL MANAGER	PROJECT MANAGER	PROJECT ENGINEER

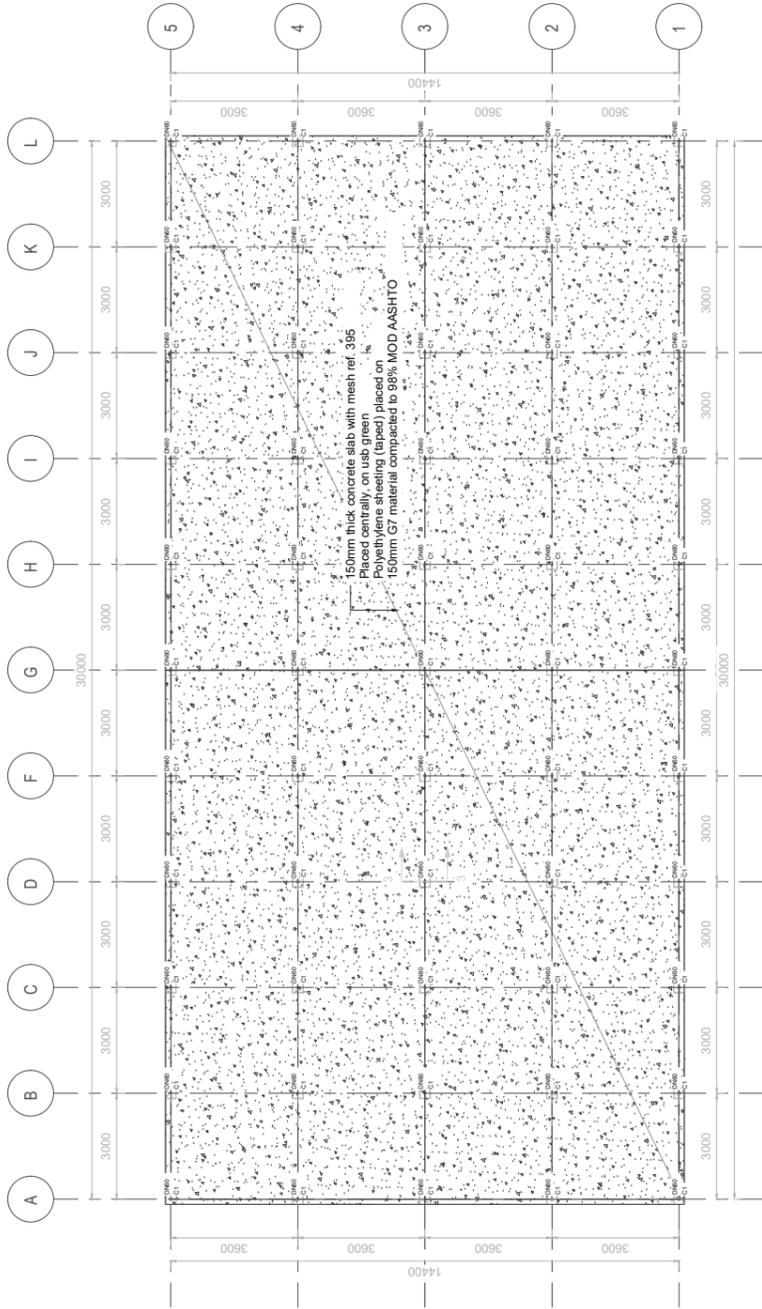
PROJECT / DRAWING TITLE	PROJECT NUMBER
MOKWAKWAILA STADIUM PHASE 2 SOCCER PITCH & ATHLETICS TRACK LAYOUT & DETAILS	

SCALE	DATE	BY	CHK	APP
AS SHOWN				

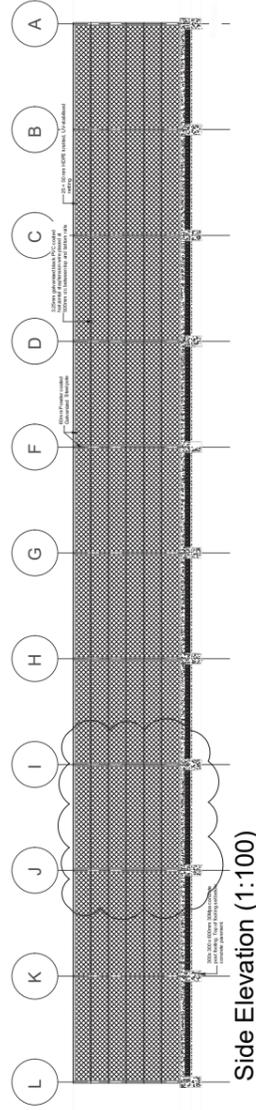
DRAWING STATUS:
FOR CONSTRUCTION



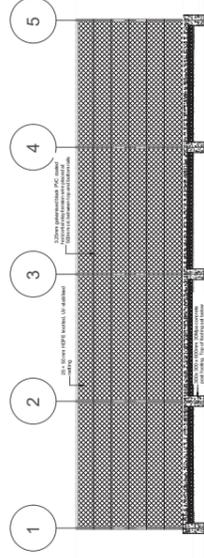
Floor Plan (1:100)



Foundation Layout (1:100)

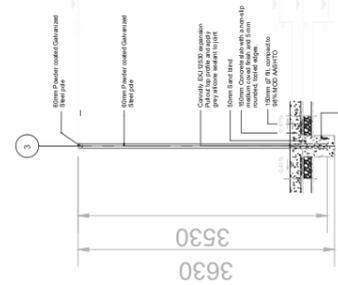


Side Elevation (1:100)

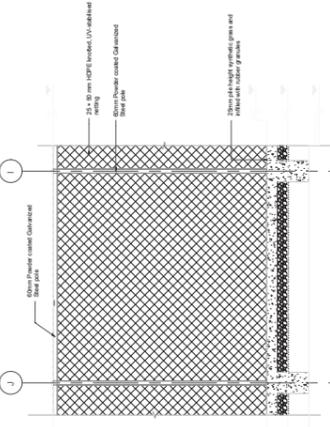


Rear Elevation (1:100)

FENCING POST SPECIFICATION	
COMPONENT	GRADE
CORNER POSTS	HEAVY DUTY
INTERMEDIATE POSTS	HEAVY DUTY
HORIZONTAL RAILINGS	HEAVY DUTY



Section 3-3
(1:50)



Detail JI (1:50)

GENERAL PAVEMENT SPECIFICATION

- Concrete construction and materials shall comply with **SANS 10100-1 and SANS 10100-2**.
- Practice wicket locations and set-out shall be approved by the Engineer prior to commencement of excavation.
- Subgrade shall be compacted to **98% Modified AASHTO Maximum Dry Density (MDD)** and proof rolled using a minimum 10-tonne roller.
- Subgrade shall be compacted to **98% MDD**, with all soft areas over-excavated as directed by the Engineer and replaced with imported G6 compacted to **98% MDD**.
- Pavement crossfall shall be a maximum of **1%**.
- Concrete shall have a minimum compressive strength of **25 MPa** at 28 days with a nominal slump of **80 mm**.
- Surface finish shall be **non-slip medium broom or covered finish with 5 mm rounded tooled edges** to prevent chipping.
- Concrete slab thickness shall be **150 mm**.
- Concrete colour shall be **plain grey**.
- Base course shall consist of a minimum **150 mm thick layer of G6 material**, compacted to **98% MDD**.
- Reinforcement shall be **REF-395 welded mesh** with a minimum concrete cover of **50 mm**.
- Control joints shall be **saw-cut joints 3 mm wide x 25 mm deep**, evenly spaced between expansion joints as indicated on the plan view.

GENERAL CHAIN LINK FENCING SPECIFICATION (SANS)

- Chain-link fencing shall comply with **SANS 10223-7 (Steel wire and wire products - Chain-link fencing)**.
- Footing depths shall be increased by **300 mm in loose or sandy soil**, or as directed by the Local Authority or Engineer.
- All posts, rails and fittings shall be manufactured from structural steel complying with **SANS 3579 / EN 10219 (Grade S235 or S355)**, hot-dip galvanized to **SANS 121 (ISO 1461)** and powder-coated black.
- Chain-link fencing fabric shall comply with **SANS 10223-7** and galvanised wire shall comply with **SANS 10244-2**.
- Chain-link fabric shall be **heavy-duty 50 mm pitch x 3.15 mm diameter wire**, heavily galvanized to **SANS 10244-2 Class B or C**, with optional fusion-bonded PVC coating and **knuckle/knuckle (KK) selvedge**.
- Lacing wire shall be **2.00 mm diameter**, galvanised to **SANS 10244-2** and fusion-bonded polymer or PVC coated black.
- Chain-link fabric shall be strained taut and laced (not continuously laced) or tied through each diamond at selvage edges to all end posts and rail members, and tied to intermediate posts with double ties at every fourth diamond.
- Tie-wire ends shall be twisted twice, neatly cut off and bent over facing away from wickets or playing areas to avoid injury.
- Top, middle and bottom rails shall be clamped to posts using bolted split-clamp fittings with flush-head bolts, all hot-dip galvanised and powder-coated black.
- Top rails shall be installed in continuous lengths using internal sleeve joints, screw-and-socket splice joints at maximum **6 500 mm centres**, or butt joints centred over posts, while bottom rails shall be installed in one continuous length without joints and set **100 mm above ground level**, all powder-coated black.
- Construction of posts and rails shall utilise standard bolted clamp-on fittings, fully galvanised and powder-coated black.

REV	DRAWING TITLE	CHK/APP/REV	DRAWING TITLE	REVISIONS

PROFESSIONAL SERVICE PROVIDER

AES consulting

P.O. BOX 15439
15th FLOOR, 15th AVENUE, SANDHURST PARK
7470

TEL: 018 291 3355
EMAIL: info@aesconsulting.co.za

DESIGNED	PR. NUMBER	SIGNATURE	DATE

CLIENT APPROVAL	
TITLE	DATE

CLIENT

GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY

PROJECT NAME AND DRAWING TITLE

MOKWAKWALLA STADIUM PHASE 2

SCALE

AS SHOWN

SHEET NO. 1 OF 1

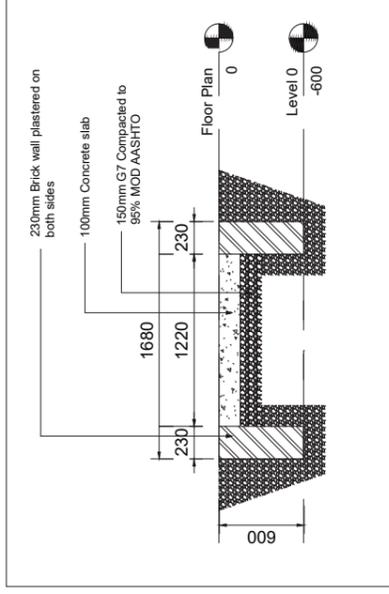
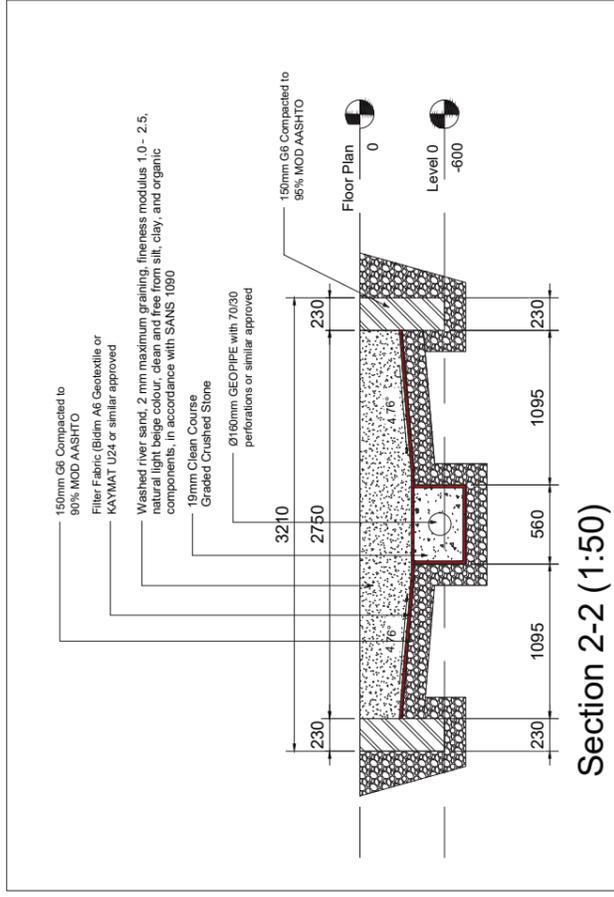
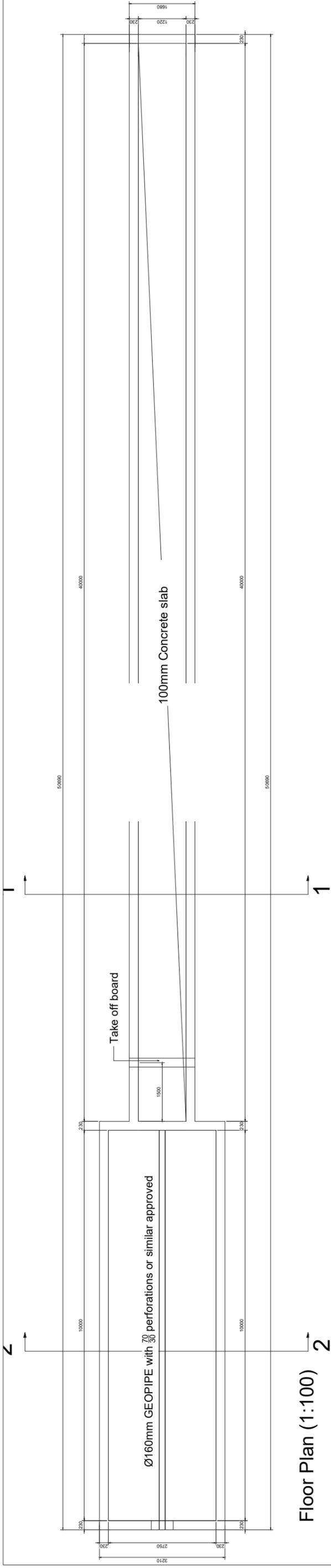
CONTRACT NUMBER

PROJECT NUMBER

DRAWING NUMBER

AES-GLM-MSP-001

CRICKET NETS LAYOUT AND DETAILS



GENERAL PAVEMENT SPECIFICATION

1. Concrete construction and materials shall comply with **SANS 10100-1 and SANS 10100-2**.
2. Subgrade shall be compacted to **98% Modified AASHTO Maximum Dry Density (MDD)** and proof rolled using a **minimum 10-tonne roller**.
3. Concrete shall have a minimum compressive strength of **25 MPa** at 28 days with a nominal slump of **80 mm**.
4. Surface finish shall be **non-slip medium broom or covered finish with 5 mm rounded tooled edges** to prevent chipping.
5. Concrete slab thickness shall be **100 mm**.
6. Concrete colour shall be **plain grey**.
7. Base course shall consist of a minimum **150 mm thick layer of G6 material**, compacted to **95% MDD**.
8. Reinforcement shall be **REF-395 welded mesh** with a minimum concrete cover of **50 mm**.
9. Control joints shall be **saw-cut joints 3 mm wide x 25 mm deep**, evenly spaced between expansion joints as indicated on the plan view.

REV	DRAWING TITLE	CHK/APP	REV	DRAWING TITLE	CHK/APP
	REFERENCE DRAWING				

PROFESSIONAL SERVICE PROVIDER

P O BOX 5429
KAYMATHURK
7877

AES
consulting

TEL: 016 291 5395
FAX: 086 218 8209
EMAIL: admin@aesconsulting.co.za

DESIGNED	NAME	PR. NUMBER	SIGNATURE	DATE
DRAWN	GM			
CHECKED	BT			
PROJECT ENGINEER	HU			
PROJECT MANAGER	GM			
APPROVED	HU			

TITLE	INITIALS	SIGNATURE	DATE
GENERAL MANAGER			
PROJECT MANAGER			
PROJECT ENGINEER			

CLIENT

GREATER LETABA MUNICIPALITY

GREATER LETABA MUNICIPALITY

PROJECT NAME AND DRAWING TITLE	SCALE	SHEET NO. 1 OF 1
MOKWAKWAILA STADIUM PHASE 2	AS SHOWN	PROJECT NUMBER
	CONTRACT NUMBER	PROJECT NUMBER
	DRAWING NUMBER	DRAWING NUMBER
	AES-FLK/ML/ENS-E101	AES-FLK/ML/ENS-E101

LONG JUMP LAYOUT AND DETAILS

0

C.266

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT



C5.4 Occupational Health and Safety Policy



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

9. OCCUPATIONAL HEALTH AND SAFETY POLICY

i. ACRONYMS AND ABBREVIATIONS

- COIDA Act Compensation of Occupational Injury and diseases Act, 1993 (Act 85 of 1993)
- IOD Injury on Duty
- OHS Act Occupational Health and Safety Act, Act 85 of 1993
- OHS/OH&S Occupational Health and Safety
- OHS Reprs Occupational Health and Safety Representatives
- MLM GREATER LETABA MUNICIPALITY
- MM Municipal Manager
- MSDS Material Safety Data Sheet
- PPE Personal Protective Clothing

ii. CLARIFICATION OF TERMS

In this document, the following words shall have the following meanings unless otherwise contextually stated:

'Accident' means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee.

'Building' includes-

- a) Any structure attached to the soil;
- b) Any building or such structure or part thereof which is in the process of being erected; or
- c) Any prefabricated building or structure not attached to the soil

'Chief inspector' means the officer designated under Section 27 of the OHS Act as chief inspector, and includes any officer acting as chief inspector

'Commissioner' means the Compensation Commissioner appointed under section 2(1)(a); (xviii) of the COIDA Act

'Compensation' means compensation in terms of this Act and, where applicable, medical aid or payment of the cost of such medical aid

'Compensation fund' means the fund established by section 15; (xli) of the COIDA Act

'Danger' means anything which may cause injury or damage to persons or property

'Employee' means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person

'Employer' means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act 28 of 1956)

'Hazard' means a source of or exposure to danger

GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT
'Health and safety committee' means a committee established under

section 19 of the OHSAct

'Health and safety equipment' means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person.

'Health and safety representative' means a person designated in terms of section 17 (1) of the OHSAct

'Health and safety standard' means any standard, irrespective of whether or not it has the force of law, which, if applied for the purpose of the OHSAct, will in the opinion of the Minister promote the attainment of an object of the OHSAct

'Healthy' means free from illness or injury attributable to occupational causes

'Incident' means an incident as contemplated in section 24 (1) of the OHSAct

'Inspector' means a person designated under section 28 of the OHSAct

'Medical surveillance' means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an Occupational Medicine Practitioner

'Minister' means the minister of department of labour.

'Municipality' hereby refers to GREATER LETABA MUNICIPALITY

'Occupational disease' means any disease contemplated in section 65(1)(a) or (b); (ix) of the COIDAAct

'Occupational health' includes occupational hygiene, occupational medicine and biological monitoring

'Occupational Health Practitioner' means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

'Occupational hygiene' means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons

'Occupational injury' means a personal injury sustained as a result of an accident in the workplace

'Occupational medicine' means the prevention, diagnosis and treatment of illness, injury and adverse health effects associated with a particular type of work

'Occupational medicine practitioner' means a medical practitioner as defined in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine or an equivalent qualification which is recognized as such by the South African Medical and Dental Council referred to in the said Act

'Office' means an office as defined in section 1 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)

'Officer' means an officer or employee as defined in section 1 (1) of the



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Public Service Act, 1984 (Act No. 111 of 1984)

'Plan' means an assessment document developed by the OHS Committee

'Policy' means the OHS Policy for GREATER LETABA MUNICIPALITY

'Reasonably practicable' means having practicable regard to

- (a) the severity and scope of the hazard or risk concerned;
 - (b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
 - (c) the availability and suitability of means to remove or mitigate that hazard or risk;
- and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from

'Remuneration' means any payment in money or in kind or both in money and in kind, made or owing to any person in pursuance of such person's employment

'Risk' means the probability that injury or damage will occur

'Safe' means free from any hazard

'Unit'-shall mean Occupational Health and Safety Sub-Directorate

'Work' means work as an employee or as a self-employed person, and for such purpose an employee is deemed to be at work during the time that he is in the course of his employment, and a self-employed person is deemed to be at work during such time as he devotes to work as a self-employed person

'Workplace' means any premises or place where a person performs work in the course of his employment.

9.1. PREAMBLE

The need for the policy stems from the Occupational Health and Safety Act, 1993 which requires employers, including municipalities, amongst other things to develop and adopt an occupational health and safety policy.

Furthermore, this policy is intended to create a framework for decision making in respect of human resources management in as far as occupational health and safety is concerned in the Municipality.

To comply with the conditions relating to the Occupational Health and Safety Act, Act 85 of 1993 regarding the issue and control of safety equipment/protective clothing as well as to compile a policy on the issue and control of other clothing and uniforms which is not legally compulsory

The policy is intended to:

Promote and maintain the highest degree of physical, mental and social well being of workers.

Prevent amongst workers, ill health caused by their working conditions.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

Place and maintain workers in a working environment that is adapted to their individual physiological and psychological conditions.

Protect workers from factors adverse to their health.

Promote and maintain working environment that is free from harassment.

10.2. PURPOSE AND OBJECTIVES OF POLICY

The purpose of this policy is to serve as a guiding tool to ensure that the employer provides and maintain a healthy and safe work environment and also to enhance the health and safety of persons at work in connection with the operation of the municipality. The policy also provides for the protection of persons other than persons at work, against hazards to health and safety arising out of or in connection with the activities of persons at work.

The objectives of the policy are to:

- Guide the development of safe methods of work;
- Ensure the achievement of a safe working environment;
- Promote good health within the workforce;
- Reduce the number and severity of injuries in the workplace;
- Enhance compliance with all relevant Acts, Regulations, Standards and Codes of Practice.

10.3. SCOPE AND APPLICATION

This policy applies to all employees of the municipality, its clients and all the contractors doing any kind of work for the municipality.

10.4. LEGAL FRAMEWORK

- The Constitution of South Africa Act No.108 of 1996
- Basic Conditions of Employments Act (Act 75 of 1997)
- Labour Relations Act (Act 66 of 1995)
- Municipal Systems Act (Act 32 of 2000)
- Municipal Finance Management Act (Act 56 of 2003)
- Locally negotiated agreements (LL F Resolutions)
- Occupational Health and Safety Act (Act 85 of 1993 + Regulations)
- Compensation for Occupational Injury and Diseases (Act 85 of 1993)
- Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No.56 of 1974) or South African Nursing Council as referred to in the Nursing Act, 1978 (Act No.50 of 1978)

10.5. ADMINISTRATION OF THE POLICY



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

The Municipal Manager or his/her delegate assignee accepts overall responsibility for the implementation and monitoring of this policy.

10.6. POLICY CONTENT

10.6.1 OCCUPATIONAL HEALTH AND SAFETY STRUCTURES

a. Health and Safety committee

A health and safety committee must be established. The committee shall comprise of the following members.

- Members from different departments (elected health and safety reps or organized labour)
- OH&S Practitioner
- Employer representative
- OHS Reps
- First Aiders

Duties and responsibilities of the committee

- Discuss and make recommendations on common health and safety issues to the employer and all Departments
- Shall set and review Occupational health and Safety Standards
- Review the Occupational health and Safety Policy
- Shall meet quarterly
- Shall keep record of minutes and recommendations made to employer
- Discuss incidents/accidents that occurred at the workplace and recommend accordingly
- Make recommendations to the employer on matters affecting the health and safety of employees
- Note corrective actions taken by employer arising from reports received from health and safety representatives

b. Health and Safety Representatives

Election

- Every Department must elect their own health and safety representatives to represent the employees
- The Municipal Manager must appoint health and safety representatives to represent the employer in writing.
- Election shall be held every three years
- Elected employees must be able to read and write for training and reporting purpose

Duties and Responsibilities of Reps:

- Make representation to the employer on general matters, affecting the health and safety of employees

GREATER LETABA MUNICIPALITY**CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

- Identify potential hazards and risks to the health and safety of employees in the workplace
- Investigate complaints by employees relating to his/her health and safety at work
- Make representation or recommendations to the employer on health and safety committee matters and any matter affecting health and safety of employees
- Carry out the quarterly inspections in the working place within their scope of authority
- Participate in consultation over health and Safety with inspectors at the workplace and accompany an inspector on any inspection of the workplace
- Attend all health and safety committee meetings, which he/she is a member of.

Rights of OHS Reps

- Visit the site of an incident at all reasonable times and attend to any inspection
- Attend any investigation or formal inquiry held in terms of this Act
- In so far as it is reasonably necessary for performing his/her functions, inspect any document which the employer is required to keep in terms of the Act
- Accompany an inspector on any inspection
- With the approval of the employer be accompanied by a technical advisor on any inspection
- Participate in any internal health and safety audit

10.6.2 STRATEGIES

- a. Risk and Hazard Management:
 - The unit may establish and maintain a documented occupational health and safety system with procedures for identifying, assessing and controlling workplace hazards;
- b. Consultation:
 - An Occupational Health and Safety Committee comprising of employees and management representatives will be maintained to provide an effective consultative mechanism.
 - Employees are able to provide input into the occupational health and safety policy and program.
 - Management will consult with contractors when planning to do any work to determine the most effective means of ensuring both parties fulfil their Occupational Health and Safety responsibilities.
- c. Occupational Health and Safety Plan:
 - In order to implement the general provisions of this policy, an Occupational Health and Safety Plan will be developed and implemented.
 - Will be reviewed every 2 years unless otherwise needed to before the 2 years lapses.

10.6.3 RESPONSIBILITIES

GREATER LETABA MUNICIPALITY**CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT****a. Duties of the Employer:**

- Provide and maintain as far as reasonably practicable, a safe and healthy working environment
- Assess the hazards within the workplace
- Assess all precautionary measures to effectively/mitigate any hazards or potential hazards
- Take such steps that would eliminate/mitigate the hazards
- Provide information, instruction and training as may be necessary to ensure the health and safety of employees
- Not permit an employee to perform any task without implementation of the precautionary measure, in respect of work, article, substance plant or machinery
- Take necessary measures to ensure that all employees comply with the requirements of the Act
- Enforcing measures in the interest of health and safety
- Cause all employees to be informed regarding the scope of their authority
- Ensure that all work is performed under the general supervision of a person trained to understand the hazards associated with such task and who has the authority to enforce the utilization of all precautionary measures
- Ensure that persons other than those in the employment of the municipality who may be affected directly by his /her activities are therefore not exposed to hazards
- The Municipal Manager and Departmental Managers have the responsibility and accountability to ensure that the duties of the employer as contemplated in the Act are adhered to.
- The Municipal Manager is accountable for ensuring that all legal Occupational Health and Safety responsibilities are fulfilled. Therefore, the Municipal Manager must ensure that sufficient Occupational Health and Safety resources are made available in all operations, financial forecasts and budgets, and performance measurement and management systems as Occupational Health and Safety is an integral part of every operation and activity.
- The Municipal Manager can assign duties to any person under his control, which person shall act subject to his control and directions.
- The head of each Department shall have duties assigned to assist the Municipal Manager to ensure compliance with the act.

TAKE NOTE:

- ✓ The responsibilities of managing the Occupational Health and Safety programme can be delegated to a person/s appointed by the Municipal Manager to co ordinate the OH&S Programme in terms of Section 16(2) of the OHS Act, without absolving the Municipal Manager of his responsibilities and accountability for overall OH & S compliance.

GREATER LETABA MUNICIPALITY**CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

- ✓ The appointee will ensure total compliance with the OHS Legislation by all parties in his/her control – Employers, Employees, Committee, Contractors, Visitors, the public/community, Suppliers, Installers, and Distributors.
- ✓ Implementation of this policy and the associated program activities will be evaluated as part of their Performance Contract.

b. Duties of employees

Within the structure of duties, created by the Act, employees are burdened with duties, as the legislative body realized that by placing sole responsibility on management for compliance would not effectively implement the objectives of the legislation.

It should however be borne in mind that the duties of employees are entirely subject to the duties of management and that the prosecution will only take cognizance of an employee's shortcomings, in the event where management has complied with all duties concerned and are able to prove such compliance

- Take reasonable care for their own health and safety and for other persons, including co-employees, visitors as well as contractors.
- To co-operate with the employer in complying with management duties
- To carry out any lawful order made in relation to health and safety
- To report all unsafe conditions to the employer
- To report incidents, including near misses to the employer
- Not to intentionally interfere with, damage or misuse any item provided in the interest of health and safety in the workplace.

a) Contractors, Sub-Contractors and Visitors:

- All visitors, contractors and sub-contractors engaged to perform work on the premises or locations of MLM are required, as part of their contract, to comply with the Occupational Health and Safety Policies, procedures and programs and to observe directions on health and safety from designated officers of GREATER LETABA MUNICIPALITY.
- Failure to comply or observe a direction will be considered as a breach of the contract and sufficient grounds for termination of the contract.

10.6.4 HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

- Every person who manufactures, imports, sells or supplies any hazardous chemical substances for use at work, shall as far as is reasonably practicable provide the party receiving such substances, free of charge with an MSDS subject to the provision of section 10 of the OHSAct.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- This is done to ensure that the products received by the Municipality is safe and without risks when properly used and that it complies with all prescribed requirements
- All received chemicals must have the MSDS accompanying them
- If the above – mentioned information is not supplied with the delivered chemicals, such chemical/ product must not be received
- The employer must be in possession of sufficient information of any hazardous chemical substances for use at work.
- The employer/ supplier must educate the workers on how to use the chemical
- All chemicals shall be stored in a lockable store room and identified as such
- Chemicals must be stored in cool dry area and not mixed with other materials

10.6.5 REPORTING, INVESTIGATING AND MANAGEMENT OF INCIDENCES/IOD'S ACCIDENTS AND OCCUPATIONAL DISEASES

a) REPORTING OF INCIDENCES

PROCEDURE

1. The main incident topic should be reflected in the first line
2. Details of the incident must be reflected
3. The person present at the time of the incident must make a declaration and reflect his/her rank.
4. The intervention/ responses to the incident are to be reflected.
5. Future plan to prevent the same incident should be outlined
6. The name of the person present at the time of the incident should be reflected.
7. The date and time of the incidents should be reflected
8. The department where the incident occurred must be reflected
9. The signature of the declarer, the witness and the signing place should be reflected
10. The date and time of the compilation of the incident report must be reflected at the end of the report

a) INVESTIGATION OF INCIDENT

The OHSAct requires that the above mentioned incidents should be investigated within three months. The investigation must take place as soon as is reasonably practicable.

The person to conduct the investigation is any of the following:



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- The OHS practitioner/ or risk manager
 - The health and safety rep of the area
 - The supervisor of the section

Investigation must be discussed at the OHS Committee meetings.

The report must be signed by the chairperson of OHS committee and employer.

b) REPORTING OF INJURY ON DUTY

If an employee is injured in an accident arising out or in the course of their work, they are entitled to compensation at the discretion of the commissioner.

PROCEDURE

1. All injuries on duty must be reported to supervisor before going off duty
2. The supervisor and injured employee must complete WCL 2 in duplicate (part A and B) with personal particulars and description of what happened. The supervisor must sign the form
3. If the supervisor refuses to fill the accident form, the worker can report the incidents to the commissioner by sending WCL 3 form directly to the commissioner.
4. The commissioner will contact the employer and instruct him/her to fill in the WCL 2 form
5. Identity document must always accompany forms
6. The attending Doctor must complete a first medical report and attach it to employer's report form for accepting liability of claim
7. The WCL 2 form must be forwarded to OHS Unit and will be entered in to a register. A copy of WCL 2 is forwarded to the commissioner.
8. The original document is forwarded to human Resource department for further management
9. Progress and final medical report will be sent by the attending doctor to the commissioner. Progress medical report is completed if the injury takes long time to heal. In the final medical report, the doctor states either that the worker is fit to go back to work or that the worker is permanently disabled. This document is sent to the employer who will send it to the commissioner.
10. When employee report for duty after leave for occupational injury and disease, resumption report must be completed by the employer. The report states when the worker returned back to work
11. The payments for any treatment must be charged to the Municipality

c) FIRST AID AFTER INCIDENT OR INJURY

1. First aid level 3 in the department renders immediate first aid on the sport
2. The OHS Practitioner and OHS Reps are informed for assistance if no first aid is available.
3. The employee is then transported to casualty department in the nearest hospital for further management



GREATER LETABA MUNICIPALITY
CONTRACT NO: GLM011/2026
CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

d) OCCUPATIONAL DISEASE

PROCEDURE

1. When an employee is diagnosed with an occupational disease, it must be reported to the supervisor as soon as possible
2. The employee must report to the OHS Unit to fill WCL 14
3. Identity document must always accompany forms
4. The employer will complete the WCL 1
5. If the employer refuses to complete the WCL 1, the employee sends the WCL 14 to the commissioner directly. The commissioner will contact the employer and instruct him or her to complete the WCL 1.
6. Documents must be forwarded to OH Unit for entering in to a register, then sent to Human Resource department for further management.

e) REFUSAL TO WORK PROCEDURE

Every employee has the right to refuse to work if he/she feels that his or her health and safety are at risk. When this situation arises the following steps must be followed.

1. Employee stop to work
2. Contact Supervisor
3. Disagree with Supervisor
4. Contact Health and Safety Representative
5. Disagree with Health and Safety Representative
6. Contact sectional /departmental Manager
7. Disagree with sectional /departmental Manager
8. Contact Occupational Health and Safety Officer.
9. OHS assessment of risk will be final.

Great care should be taken by employees not to misuse the procedure as it can lead to disciplinary actions.

10.6.5. MEDICAL SURVEILLANCE

- Baseline Medical Surveillance will be conducted on all employees
- Periodic Medical examination will be conducted on employees according to job specification
- The municipality will be liable for medical costs
- The medical examination will be conducted by the Occupational Health and Safety Officer and an Occupational Medical Practitioner

GREATER LETABA MUNICIPALITY**CONTRACT NO: GLM011/2026****CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT**

- The relevant forms will be completed and records will be kept in the office of the Occupational Health and Safety Officer
- Confidentiality will be maintained on the findings, supervisor will not be informed of the findings provided employees informed consent has been obtained.
- Feedback on the findings will be given to the employees
- Employees that are exposed to the following shall be tested annually:
 - Noise (Hearing test)
 - Chemicals
 - Industrial dust (Lung X-Rays and Lung Function Tests)

All medical reports shall be kept by Occupational Health and Safety and shall be treated as confidential.

10.6.6 INTOXICATION

- No person shall be permitted to enter any workplace who is or who appears to be under the influence of intoxicating liquor or drugs. In cases where employee e.g. a driver is suspected to be intoxicated, a traffic official or OMP may be called to test the person.
- Employees taking medicines shall be permitted to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health and safety of the person concerned or other at such workplace.

10.6.7 CONTRACTORS

- Any contractor doing work for GREATER LETABA MUNICIPALITY must complete a written agreement in terms of Occupational Health and Safety. Before any work can commence the Contractor must hand in a letter of good standing with the Compensation Commissioner to Occupational Health and Safety.
- Contractors that will perform any construction work as defined by the Construction Regulations shall hand in their Health and Safety Plan before commencing with their work.
- It is the responsibility of GREATER LETABA MUNICIPALITY to make sure that all contractors comply with the requirements of Occupational Health and Safety Act unless if there is an appointed agency

10.6.9 FIRE EXTINGUISHERS

- All fire extinguishers at Municipal premises should be numbered and recorded in a register.
- These fire extinguishers will be checked monthly by the Health and Safety representatives of the area.
- These fire extinguishers should be serviced annually.
- Every three years these fire extinguishers should be pressure tested by a service provider.



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM011/2026

CONSTRUCTION OF MOKWAKWAILA STADIUM PHASE 2 PROJECT

- The service provider should comply with the following legal requirements:

- Valid SABS certification
- Valid registration at S.A.Q.C.C. Fire
- Registration at the Compensation Commissioner

Disciplinary action will be taken if fire extinguishers are misused or tampered

10.6.10 PERSONAL PROTECTIVE CLOTHING

- The employer should provide the relevant PPE to the staff free of charge
- The employer shall explain and demonstrate the correct use of PPE to staff.
- The employer shall inform all staff in his/her working area about the hazards they are exposed to.
- All Managers should identify the need of particular PPE relevant for his/her unit
- Protective equipment should be SABS approved
- Care and maintenance of PPE should be explained to staff
- PPE shall be used only for protective purposes at work, not for other purpose outside work and not for other purpose other than work which they are bought for.
- When the PPE is not in use it should be taken off until it is needed again
- New PPE will be ordered only after producing the old/torn ones.
- The PPE is changed after every three years or when the need arises.
- All employees who are issued with PPE must sign upon receipt for control purpose.
- All PPE should be labeled

10.7 DEFAULT

Noncompliance of any of the stipulations contained in the Policy will be viewed as misconduct

and will be dealt with in terms of the Municipality's disciplinary Code.