

NTABANKULU LOCAL MUNICIPALITY



3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO.: NLM/TS/FCRMC/2026/27

BID DOCUMENT

PREPARED BY:

NTABANKULU LOCAL MUNICIPALITY
P.O.BOX 234
NTABANKULU
5130
Tel: (039) 258 0056
Fax: (039) 258 0173

Name of Bidder:.....

Tender offer including VAT:.....

CIDB CRS No.:.....

SERVICE PROVIDER CONTACT AND BUSINESS DETAILS:

THE FOLLOWING PARTICULARS MUST BE FURNISHED. THE DETAILS BELOW WILL BE USED FOR COMMUNICATION WITHOUT FURTHER CONFIRMATION OF THE CORRECTNESS.	
NAME OF BIDDER	
POSTAL ADDRESS	
PHYSICAL/STREET ADDRESS	
CONTACT PERSON	
TELEPHONE NUMBER	CODE: NO.
CELLPHONE NUMBER	
EMAIL ADDRESS	

NTABANKULU LOCAL MUNICIPALITY

BID NO.: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

Part T1: Tendering Procedure

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T1.1	Tender Notice and Invitation to Tender	4-7
T1.2	Tender Data	8-22



BID NOTICE AND INVITATION TO BID

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

A detailed specification will be attached to the tender document.

Project name	Contract no.	Date of compulsory clarification session	Closing Date of Tender and Time	CIDB Grading	Preference points system
Framework contract for an electrical contractor for the planning, design, construction and close out of Ntabankulu Local Municipality electrification programme for a period of 24 months	NLM/TS/FCECPDC/2026/27	05 June 2026 10H00 am at Ntabankulu Town Hall Erf 85 Main Street.	29 June 2026 at 12H00 at Ntabankulu LM.	Grade 6EP or Higher	80/20
3 Year Framework Contract of 05 Roads Maintenance Contractors.	NLM/TS/FCRMC/2026/27	05 June 2026 10H30 am at Ntabankulu Town Hall Erf 85 Main Street.	29 June 2026 at 12H00 at Ntabankulu LM.	Grade 4CE or Higher	80/20

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

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

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

Bids are to be completed in accordance with the conditions attached to the Bid document, must be sealed, endorsed with the relevant bid number and must be deposited in the official bid box clearly marked **"RELEVANT PROJECT NAME AND CONTRACT NUMBER"** in the main entrance of the Ntabankulu Local Municipality at ERF 85, Main Street, Ntabankulu, 5130 not later than **29 June 2026 at 12h00**, at which all bids will be opened in public. Bids shall be valid for a period of 90 days after the closing date of the submission of bids. **Under no circumstances will late tenders be accepted.**

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

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 5 (**bids above 10 million**), 6.1, 8 & 9 (**Signed after the date of the Advert**)
- Tenderers must provide past three (3) Years Audited Annual Financial statements signed by registered and accredited accountant. (bids above 10 million)
- Proof of company registration.

tenders must provide past three (3) years Audited Annual Financial statements signed by registered and accredited accountant. (bids above 10 million)

- Proof of company registration.
- Original Certified ID copies for the entity owner/s
- Proof of registration with the CIDB for the required CIDB grading designation.
- A trust, consortium or joint venture must submit a consolidated CIDB grading as calculated through the CIDB joint venture grading calculator (**Separate CIDB grading must also be attached for each company**).
- Project team with their full CV's.
- An approved formal guarantee and a letter of intent from the proposed guarantor.
- Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended).
- Occupational health and safety plan.
- Proof of municipal rates clearance for both the company and all Directors of the company or a signed lease agreement/s by both parties and confirmation that there is no billing where the entity is based including the directors.
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. CSD Report to be attached
- NB. Tender documents must be filled/completed in their original format.

NB. All certification must not be more than 3 months old and must be in its original format. Failure to submit the mandatory documents will deem tender non-responsive and it will not be evaluated further.

Stage 1 Technical or Functionality Evaluation

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

(A) Framework contract for an electrical contractor for the planning, design, construction and close out of Ntabankulu Local Municipality electrification programme for a period of 24 months

Criteria	Value 1-5	Maximum Possible Score
Experience on Similar Project	Max 5	40
Personnel Experience	Max 5	40
Methodology	Max 5	20
Total		100

(B) 3 Year Framework Contract of 05 Roads Maintenance Contractors

Criteria	Value 1-5	Maximum Possible Score
Experience on Similar Project	Max 5	30
Personnel Experience	Max 5	30
Plant and Equipment Relevant to Project	Max 5	30
Methodology	Max 5	10
Total		100

TSU

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

Stage 2: Price and Specific Goals

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by \geq 50% black people	4	
Business owned by $0\% \leq$ and $<$ 50% black people	1	
Business owned by \geq 50% women	3	
Business owned by $0\% \leq$ and $<$ 50% women	1	
Business owned by \geq 50% Youth (age \leq 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $<$ 50% Youth (age $>$ 35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME)	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

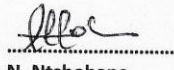
The provisions of the Preferential Procurement Regulations 2022 and the Municipal SCM Policy will apply.

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest bid or any bid. Late, incomplete, telegraphic, or facsimile bids will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal any tender or to furnish reasons for its decisions.

ISU

Further enquiries should be directed to Mr P. Mpendulo at 0664804094 or
mpendulo@ntabankulu.gov.za or Mr N. Dinwayo at dinwayo@ntabankulu.gov.za or
082 788 9601 during office hours i.e. between 08h00 and 16h30.

Requested by



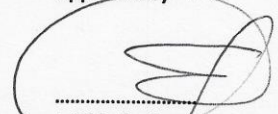
N. Ntshobane
Bid Specification Chairperson

Recommended by



M. Mhlifili
Chief Financial Officer

Approved by



I. Sikhulu-Nqwena
Municipal Manager

NTABANKULU LOCAL MUNICIPALITY

BID NO.: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

**PART A-
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NTABANKULU LOCAL MUNICIPALITY)					
BID NUMBER:	NLM/TS/FCRMC/2026/27	CLOSING DATE:	29 JUNE 2026	CLOSING TIME:	12h00
DESCRIPTION	3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS				
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)

Ntabankulu Local Municipality					
ERF NO 85 MAIN STREET, NTABANKULU, 5130					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL AMOUNT		
TOTAL AMOUNT IN WORDS					
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	Supply Chain		DEPARTMENT	Technical Services	
CONTACT PERSON	Sinazo Ntanjana		CONTACT PERSON	Piwe Mpendulo	
TELEPHONE NUMBER	(039) 258 0056		TELEPHONE NUMBER	(039) 258 0056	
FACSIMILE NUMBER	(039) 258 0173		FACSIMILE NUMBER	(039) 258 0173	

**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, 2022, 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.	

**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:

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

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

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

Clause No.	Tender Data
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F.1	General
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F.1.1	Actions
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The Employer is the NTABANKULU LOCAL MUNICIPALITY, represented by the Senior Manager Technical Services.

F.1.2	Tender Documents
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“The following documents form part of this tender:

Volume 1: The General Conditions of Contract for Construction Works (3rd Edition) 2015 as published by the South African Institution of Civil Engineering.

Volume 2: The COLTO Standard Specifications for Road and Bridge Works 1998, prepared by the Committee of Land Transport Officials.

The tender document issued by the Employer comprise:

Volume 3: The Tender Document (**this document**), in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract Data

Part C3: Scope of work

C3.1 Scope of work

F.1.4 Communication

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F2.1.1 Construction Industry Development Board (CIDB) Registration

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

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the CE class of construction work; the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations; and
3. for alpha-numeric associated with the contractor Grading Designations see Annex G attached on page 26.

F.2.7 Clarification meeting

Representatives of the Municipality will meet prospective Tenderers at the locality, date and time as stated in the Tender Notice and invitation to tender to conduct them on an

inspection of the site. The representatives will not be available at any other time for such an inspection.

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

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

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

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

F.2.12 Alternative tender offers

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

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

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

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the

Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in **Schedule 18: Alterations/Amendments** by Tenderer in T2.2: Returnable Schedules.

F.2.13 Submitting a tender offer

F.2.13.1 Return all returnable documents to the employer after completing them in their entirety by writing in **non-erasable black ink**.

F.2.13.2 Parts of each tender offer communicated on paper shall be submitted as an original.

F.2.13.3 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.4 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Main entrance of the Municipal Building

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

Identification details: Reference number: BID NO.:
NLM/TS/FCRMC/2026/27

Title of tender: 3-YEAR FRAMEWORK CONTRACT OF 05 ROADS
MAINTENANCE CONTACTORS

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO.: NLM/TS/FCRMC/2026/27: "3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS"**" on the envelope, must be placed in the official tender box at the abovementioned address.

F.2.13.5 A two-envelope procedure will **not** be followed (F.3.5).

F.2.14 Closing time

F.2.14.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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

F.2.15 Tender offer validity

F.2.15.1 The tender offer validity period is **90 days**.

F.2.16 Clarification of tender offer after submission

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

F.2.17 Certificates

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

F.2.17.1 Tax Clearance Certificate

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

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

Add:

Compliance will be confirmed throughout the contract period as and when a Task Order is to be issued.

F.2.17.2 Bargaining Council Certificates

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

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

F.2.17.3 A certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

F.2.17.4 Tenders exceeding R10 million

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

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, is required by law to prepare annual financial statements for auditing;
- ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - a. particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - b. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.3 The Employer's undertakings

F.3.1 Opening of tender submissions

F.3.1.1 The time and location for opening of the tender offers is:

Date: 29 June 2026

Time: 12H00

Location: NTABANKULU LOCAL MUNICIPALITY Offices, Erf 85 Main Street, Ntabankulu, 5130

Tenders will be opened immediately after the closing time for tenders.

F.3.2 Test for functionality

Tender offers that scores less than 70% (Seventy percent) out of 100% (one hundred percent) in respect of the following pre-evaluation eligibility criteria, will be regarded as non-responsive and be excluded from further evaluation on Price and Specific Goals

Area of evaluation	Max Points allocated	Brief description
Experience on Similar Projects	30 points	<p>Bidder should include the name of project(s) successfully completed in the past five (05) years, with a minimum value of R1,5 million. Bidders must also submit appointment letter(s), completion certificate(s), and traceable references for the listed projects.</p> <ul style="list-style-type: none"> • 3 Completed Projects (30 points) • 2 Completed Projects (20 points) • 1 Completed Project (10 points) • No completed project (zero points) • Incomplete submission (zero points) <p>NOTE: Similar projects are those of roads construction and maintenance.</p>
Personnel Experience	30 points	<p>Contracts manager with the following minimum qualification and experience:</p> <ul style="list-style-type: none"> • National Diploma in Civil Engineering with more than 10 years of experience (15 points) • National Diploma in Civil Engineering with 5-9 years of experience (10 points) • National Diploma in Civil Engineering with less than 5 years of experience (05 points) <p>Site Supervisor with</p> <ul style="list-style-type: none"> • More than 5 years' experience in road construction/ maintenance (10 points) • Less than 5 years' experience in road construction/ maintenance (05 points) <p>Health and Safety Officer with SAMTRAC certificate</p> <ul style="list-style-type: none"> • With more than 5 years' experience (05 points) • With less than 5 years' experience (02 points)
Plant and Equipment Relevant to the Projects	30 points	<p>Points will be allocated as indicated below for plant and equipment owned by the bidder and which will be available for the project should the tenderer be successful.</p> <ul style="list-style-type: none"> • Motorized grader (05 points) • 10kl Water Cart or larger (05 points) • Grid Roller (05 points)

		<ul style="list-style-type: none"> • Excavator (05 points) • 10m3 tipper truck (minimum of 2 required) (05 points) • TLB (05 points) <p>20 points will be scored if a bidder owns some of the plant that includes a grader and or excavator and has a commitment for hiring the rest of the required plant.</p> <p>Zero points will be scored if a bidder does not meet the above stipulated criteria.</p> <p>NB: Bidders must submit ownership documents for plant owned and a commitment letter from the plant hire firm for plant hired</p>
Methodology	10 points	<p>Bidders must prepare a methodology of not more than 2 pages, reflecting value-add for the municipality. Methodology must at least address the following:</p> <ul style="list-style-type: none"> • Human capital available for the project (2.5 points) • Compliance with Health & Safety Regulations (2.5 points) • Strategy for local MSME participation (2.5 points) • Strategy to maximize local labour participation (2.5 points)

F3.4 Acceptance of tender offer

F.3.4.1 Tender offers will only be accepted if:

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

- f) the tenderer has submitted the letter of good standing from DOL in relation to COIDA 130 of 1993.
- g) the tenderer has submitted Occupational Health and Safety Plan.
- h) the tenderer has submitted proof of municipal rates clearance or an arrangement.

F.3.4.2 Provide copies of the contract

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

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43

of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance there with.

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

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

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

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

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

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

F.4.2 Eligibility with respect to expanded public works programme

This Contract does qualify for consideration as an Expanded Public Works Programme project.

F.4.3 Claims arising after submission of tender

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

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

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer at

once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

F.4.4 Imbalance in tendered rates

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

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

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

F.4.6 Invalid tenders

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

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

F.4.7 Negotiations with preferred tenderers

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

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

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

F.4.8 General supply chain management conditions applicable to tenders

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

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

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

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

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

F.4.9 Combating abuse of the Supply Chain Management Policy

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

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

- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;

- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

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

F.4.10 **UIF payments**

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

F.4.11 **Registration with Bargaining Council**

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

Add:

Compliance will be confirmed throughout the contract period as and when a Task Order is to be issued.

F.4.13 **Scope of Tender**

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

F.4.14 **Withdrawal of Tenders**

A Tenderer may withdraw his tender (in writing) at any time before the closing date and time for the submission of the tender if a notice to this effect reaches the procurement

section before the closing date and time. In the event of the Tenderer withdrawing his tender after the closing date and time, or failing to take up the Contract when called upon by the Municipality to do so, the Municipality reserves the right to insist that the Tenderer shall pay to the Municipality the cost incurred by the Municipality in having to award the tender to another Contractor.

F.4.15 Repudiation of Tender or Invalidation of Contract

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

- a) has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a Contract;
- b) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;
- c) has approached an officer or employee of the Municipality with the objective of influencing the award of a Contract in the Tenderer's favour;
- d) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company –
 - i) to refrain from tendering for this Contract;
 - ii) as to the amount of the tender to be submitted by either party;
- e) has disclosed to any other person, entity other than the Municipality, the exact or approximate amount of his proposed tender, except where the disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the tender; the Municipality may in addition to using any other legal remedy, repudiate the tender or declare the Contract invalid should it already have been concluded.

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Part T2: Returnable Documents

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T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents:

1. Returnable Schedules required for tender evaluation purposes

- 1: COMPULSORY ENTERPRISE QUESTIONNAIRE
- 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE
- 3A: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
- 3B: CERTIFICATE OF AUTHORITY FOR SINGLE ENTITY
- 4: SCHEDULE OF WORK EXPERIENCE
- 5: SCHEDULE OF CONSTRUCTION PLANT
- 6: TAX CLEARANCE CERTIFICATE
- 7: SCHEDULE OF GOOD STANDING
- 8: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE
- 9: CONFIRMATION OF CONTRACTOR REGISTRATION
- 10: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT

2. Other documents required for tender evaluation purposes

- Proof of registration with CIDB grade 4CE or higher;
- A valid TAX compliance verification pin;
- A valid registration with Central Supplier Database (CSD);
- A copy of entity registration documents;
- Identity Document certified copies for the entity owners;
- Proof of municipal rates clearance or a signed lease agreement by both parties;
- Occupational Health and Safety Plan; and
- Letter of good standing from the Department of Labor in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993

3. Returnable Schedules that will be incorporated into the Contract

- 11: RECORD OF ADDENDA TO TENDER DOCUMENTS (NOTICE TO TENDERERS)
- 12: MUNICIPAL BIDDING DOCUMENTS

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

5. C1.2 Contract Data (Part 2)

6. C2.2 Bills of Quantities / Schedule of Quantities

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

NTABANKULU LOCAL MUNICIPALITY

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T2.2 Returnable Schedules

NTABANKULU LOCAL MUNICIPALITY

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

Postal:

.....

.....

Physical:

.....

.....

Telephone:

Facsimile:

e-mail:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

(Attach a certified copy of the company/companies founding statement(s) to this page)

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Section 8. Declaration

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

**I ACCEPT THAT THE MUNICIPALITY WILL ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

DECLARATION

(To be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the firm complies with all the requirements for registration as an Affirmable Business Enterprise as defined, and the contents of this Affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed and sworn before me at _____

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

Commissioner of Oaths.. _____

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

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SCHEDULE 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE

This is to certify that I/we

of (tenderer)

of (address)

.....

.....

telephone number

fax number

on (date)

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

CLIENT/EMPLOYERS REPRESENTATIVE:

TENDERER'S REPRESENTATIVE:

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 3A: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note:

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

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

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SCHEDULE 3B: CERTIFICATE OF AUTHORITY FOR SINGLE ENTITY

This returnable schedule is to be completed by single entity.

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

An example is shown below:

"By resolution of the board of directors taken on _____ 20_____

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

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

SIGNED ON BEHALF OF THE COMPANY (TENDERER):.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 4: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of roads construction/maintenance projects completed to the value of R 1m or higher and those currently being undertaken. Those under construction will not be awarded any points during evaluation of functionality.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No.)	CONSULTING ENGINEER (NAME, TEL No.)	NATURE OF WORK VALUE	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT CONTRACTS

EMPLOYER (NAME, TEL No.)	CONSULTING ENGINEER (NAME, TEL No.)	NATURE OF WORK VALUE	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

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

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

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SCHEDULE 5: SCHEDULE OF CONSTRUCTION PLANT

The tenderer shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should he be awarded the Contract.

F1: CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

SIGNED ON BEHALF OF TENDERER:

F2: CONSTRUCTION PLANT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

F3: CONSTRUCTION PLANT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

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SCHEDULE 6: TAX CLEARANCE CERTIFICATE and CSD

An **original** valid Tax Clearance Certificate with pin from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

A valid registration with Central Supplier Database (CSD)

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS and a valid registration Central Supplier Database CSD.

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

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 Consortium / 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.

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

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SCHEDULE 7: CERTIFICATE OF GOOD STANDING

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

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

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

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3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

SCHEDULE 8: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE

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

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

SITE AGENT	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

SIGNED ON BEHALF OF THE TENDERER:

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

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SCHEDULE 9: CONFIRMATION OF CONTRACTOR REGISTRATION

CIDB Contractor Registration

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

COMPANY NAME	CIDB REGISTRATION NO.	CONTRACTOR GRADING DESIGNATION

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

The information provided above shall be verified by the Employer.

Bargaining Council Certificate of Compliance

Where applicable, a certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule.

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

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SCHEDULE 11: RECORD OF ADENDA TO TENDER DOCUMENTS (Notice to Tenderers)

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

- (a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

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

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, (NAME) _____ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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?

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?

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.

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

* Delete if not applicable

*YES / NO

*YES / NO

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 2

such contract?

3.1 If yes, furnish particulars

.....

.....

*YES / NO

4. Will any portion of goods or services be sourced from outside *YES / NO

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?

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature Date

.....

Position Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AS WELL AS THE APPLICABLE PROVISIONS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE MUNICIPALITY.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to less than R50 000 000 (all applicable taxes included) and, therefore, the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS	
1.3.1.1	PRICE	80
1.3.1.2	SPECIFIC GOALS	<u>20</u>
Total points for Price and Specific must not exceed		100

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

2. DEFINITIONS

- 2.1** “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2** “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3** “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific Goals.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific Goals, the successful bid will be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

5. Points awarded for Specific Goals

5.1 Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Required document to claim preference points
Business owned by =>50% black people		4			CSD Report/ Certified I.D of Directors
Business owned by <50% black people		1			CSD Report/ Certified I.D of Directors
Business owned by =>50% women		3			CSD Report/ Certified I.D of Directors
Business owned by <50% women		1			CSD Report/ Certified I.D of Directors
Business owned by =>50% Youth (age <= 35 years on the closing date)		5			CSD Report/ Certified I.D of Directors

Business owned by <50% Youth (age >35 years on the closing date)		3			CSD Report/ Certified I.D of Directors
Business owned by People with Disability / Military veteran		2			CSD Report/ Letter from Dr confirming disability
Small Enterprise (SMME Category – QSE/EME)		2			CSD Report
Promoting Locality - Business located within Ntabankulu		4			CSD Report/ Rate Clearance/ Proof of Address
Promoting Locality - Business located in Alfred Nzo District		3			CSD Report/ Rate Clearance/ Proof of Address
Promoting Locality - Business located in Eastern Cape		2			CSD Report/ Rate Clearance/ Proof of Address
Promoting Locality - Business located in South Africa		1			CSD Report/ Rate Clearance/ Proof of Address

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted? **YES/ NO** (delete which is not applicable)

6.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? _____ %.

(ii) the name of the sub-contractor? _____ . **(iii)**

the Specific goals points of the sub-contractor? _____ . **(iv)**

whether the sub-contractor is an EME? **YES / NO** (delete which is not applicable)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm : _____

7.2 VAT registration number : _____

7.3 Company registration number _____

7.4 TYPE OF COMPANY/ FIRM

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

(TICK APPLICABLE BOX)

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

7.6 COMPANY CLASSIFICATION

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

7.7 TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS? _____

7.8 I/we, the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser, being the NTABANKULU LOCAL MUNICIPALITY, may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1. _____
- 2. _____

DATE: ____ / ____ 20 ____

SIGNATURE(S) OF BIDDER

ADDRESS: _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DEECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

Part C1: Agreements and Contract Data

Contents	Pages
C1.1 Form of Offer and Acceptance (Agreement)	64-69
C1.2 Contract Data	70-79
C1.3 Form of Guarantee	80-81
C1.5 Occupational Health and Safety Agreement	82-84
C1.6 Contract of Temporary Employment as Community Liaison Officer	85

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

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:

BID NO: NLM/TS/FCRMC/2026/27

BID NAME: 3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract and subsequent Task Orders that may be issued including compliance with all its terms and conditions according to their true intent and meaning.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX [FOR EVALUATION PURPOSES ONLY] IS:

Rand
..... (In words);
R (In figures)

This offer will 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, where upon 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
Entity)
.....

Name and
Signature
Of witness Date.....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s offer.

In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the

Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

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

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of

deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**For the
Employer**

NTABANKULU LOCAL MUNICIPALITY
85 Main Street
Ntabankulu
5130

Name of witness

Signature of witness

Date

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

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

4 Subjects
Details
.....
.....
.....

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

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

For the Tenderer:

Signature(s)
Name(s)
Capacity
(Name and address of entity)
Name and signature of witness
.....

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
entity)

.....

Name of witness

Signature of witness Date

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTRACTORS

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

Clause	Data
1.1.1.13	The Defects Liability Period will be specified in the issued Task Order
1.1.1.14	The time for achieving Practical Completion will be specified in the issued Task Order
1.1.1.15	The name of the Employer is The NTABANKULU LOCAL MUNICIPALITY.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: 85 Main Street Ntabankulu 5130 Contact person: Mr P.L Mpendulo Tel: 066 480 4094 Email: mpendulop@ntabankulu.gov.za
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6)

Clause	Data
	<p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>The contractor shall commence executing the Works within 14 calendar days of the Commencement Date or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 calendar days.
5.5.2	Will be specified in the issued Task Order
5.6.1	The Works programme is to be delivered within 14 calendar days of the Commencement Date.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p style="padding-left: 40px;">(1) Public holidays.</p> <p style="padding-left: 40px;">(2) The year end break commencing on December ending on January.</p>
5.13.1	The penalty for failing to complete the Works is R 1000 per day. The Employer reserves the right without prejudice to exercise discretion in the matter of daily penalties.
5.14.1	Practical completion shall only be granted once all scope of works is complete in all respects.
5.16.3	The latent defect period will not be applicable.
6.2	The Performance Guarantee is to be delivered within 14 calendar days after the Commencement Date.
6.8.2	<p>No contract price adjustment will apply</p> <p>The value of the certificates issued shall be not be adjusted</p> <p>The urban area nearest the Site is Ntabankulu.</p> <p>The applicable industry for the Producer Price Index for materials is Building and Construction.</p> <p>This section is not applicable in this contract</p>

Clause	Data
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money will not apply in this contract
8.6.1	Insurances required in terms of General Conditions of Contract Clause 8.6.1
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 1,000,000 Where applicable.
8.6.1.1.3	The amount to cover all risks insurance for any damage and loss to be included in the insurance sum is R 1 500,000. The number of claims to be unlimited during the construction and defects liability period.
8.6.1.2	A coupon policy for special risks is to be issued.
8.6.1.3	The limit of indemnity for liability insurance – this item is not applicable in this contract
8.6.1.5	The following additional and varied insurance is required: Contractor's all risk insurance Employer's common law liability insurance and workman's compensation insurance.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	The determination of unresolved disputes shall be by arbitration.

Variations to the Conditions of Contract are:

Clause	Data
1.2.1	The following three additional sub-clauses, covering alternative methods of communication, apply and are deemed as a "formal": 1.2.1.3 sent by facsimile or telex communication irrespective of it being during office hours or otherwise. 1.2.1.4 posted to the addressee for certified delivery by the postal Authorities. 1.2.1.5 delivered by a courier service and signed for by the addressee.
4.3	Add the following at the end of subclause 4.3: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety

Clause	Data
	<p>Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge. <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a

Clause	Data
	<p>suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the employer at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Contractor's attention is drawn to the laws listed in the Scope of Work section of this document.</p>
4.12.2	In responding to a provisional letter of acceptance as amended herein the Contractor will be required to nominate a representative who is to act as the Site Agent.
5.3	<p>Add the following to subclause 5.3.1:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>
5.4.1	<p>Add the following to subclause 5.4.1 between "site," and "the location" in line 3:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>

Clause	Data
5.6	<p>The following two additional sub-clauses apply:</p> <p>5.6.1.1 The Employers Representative may, by order in writing and without relieving the Contractor of any duties or responsibilities under this Contract, require the Contractor to proceed with the execution of the works in such sequence and manner as may be necessary in the opinion of the Employer Representative.</p> <p>5.6.1.2 The Works are to be carried out in such an order as to interfere as little as possible with the continued operation of existing services and with work being carried out by other contractors or employees of the Council.</p>
5.7.2	<p>Night work and overtime work are not to be undertaken without the prior written approval of the Employers Representative and on the terms and conditions as may be stipulated in such approval.</p>
5.8	<p>Should the Employers Representative permit work outside of normal Council's working hours (viz Mondays to Fridays inclusive 07:00 to 17:00) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employers Representative has ordered such work, the salary of the representative will be to the account of the Council.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as adequate notice.</p>
5.9.1	<p>The Employers Representative will retain all priced tender documents but will provide the Contractor with a photocopy of the Contractor's contract document.</p>
5.12	<p>Any delay on the part of the Contractor beyond the period of fourteen days for the submission of the Deed of Suretyship or proof of insurances having been effected in accordance with Clause 5.3 shall not be grounds for an extension of time and the time for completion stated in the Appendix may be reduced by the amount of the delay.</p>
5.12.1	<p><i>REPLACE THE FULL STOP AT THE END OF THE PROVISION IN SUBCLAUSE 5.12.1 WITH A COMMA AND ADD THE FOLLOWING:</i></p> <p>"and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods</p>

Clause	Data
	of 28 days referred to in Subclauses 10.1.1 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."
5.12.2	Add new sub-clause 5.12.2.5: "No extension of the Time of Completion shall be granted for normal rainfall as confirmed with South African Weather Services".
5.12.3	<i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN LINE 1, INSERT THE FOLLOWING:</i> ", subject to such additional provisions (if any) set out in the Scope of Works,"
6.2	Delete the first sentence and substitute: "When called upon to do so in a letter advising the Contractor of the Employer's intent to accept the tender, the Contractor shall produce within fourteen days from receipt of such letter a guarantee from an Insurance Company or a Bank to be jointly and severally bound with the Contractor, in terms of a Form of Guarantee, in a sum equal to 10 percent of the Tender sum, for the due performance of the Contract. The submission of the Form of Guarantee shall be a condition precedent to the signing of the Form of Acceptance. A Pro-forma of a suitable Form of Guarantee that is acceptable of the Employer is attached to this document under section C1.3. Delete the words "to the Guarantor within 14 days" from the penultimate line of the last paragraph and substitute "to the Contractor within 30 days." Add the following new paragraphs: "The Contractor shall then be responsible for returning the Form of Guarantee to the Guarantor. Should the Employer be unable to return the Form of Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that the employer has no further claim against the Guarantor and that the Form of Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor."
6.6.1.2.2	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur. Clause 6.6.1.2.2 applies in this contract; that is, the Contractor is required

Clause	Data
	to stipulate in the tendered Schedule of Quantities such charges and profit for possible future pro rata adjustments, as may be required.
6.7	The Works are measured in accordance with the current SANS 1200 Standardised Specifications where applicable. No claims arising from other method of measurement will be entertained.
6.9	Tenderers who intend to store materials in places other than on the Site are required to submit their intentions on the attached data sheet with their tender; a successful tenderer will be required to enter formal agreements to the approval of the Employer's Representative in respect of all such materials in terms of clause 6.9.1.2, failing which, no claim for interim payment in respect of materials stored off-site, will be entertained.
6.10.1.9	<p>Add new subclause 6.10.1.9:</p> <p>"Payment for the labour-intensive component of the works"</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>
6.10.4	<p>Add the following:</p> <p>The defects liability period will not apply in this contract.</p>
7.5.1	<p>Add the following:</p> <p>The Contractor shall give the Employer's Representative a reasonable time to accommodate examinations in the Employer's Representative programme, in which case a time for inspection can be agreed upon. Normally 24 hours would be seen to be reasonable.</p>
7.5.3	<p>Add the following:</p> <p>If the Engineer/Employer's Representative attends with the purpose of examining any part or materials of the Works at the time and date agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such visit by the Engineer/Employer's Representative.</p>
7.6.3	<p>The following additional sub-clause applies:</p> <p>7.6.3.3 Where the Engineer/Employer's Representative considers that either or both sub-clauses 7.6.3.1 and 7.6.3.2 above apply to an event of a serious nature, the Engineer/Employer's</p>

Clause	Data
	<p>Representative shall have the right to involve the Employer in the matter, in which case the Engineer/Employer's Representative will arrange a joint meeting between the Employer, the Engineer/Employer's Representative and the Contractor before giving any instructions to the Contractor.</p>
8.5	<p>The following additional paragraph applies:-</p> <p>If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to the Engineer/Employer's Representative and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Engineer/Employer's Representative that the claim has been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.</p>
8.6.6	<p>The Contractor shall produce the policies and proof of insurance within seven days of receipt of the letter advising the Contractor of the Employer's intent to accept the tender. The submission of such policies and proof of payment shall be a condition precedent to the issue of the Letter of Acceptance.</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

SIGNED ON BEHALF OF TENDERER:

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/PMSMAR/203/2025

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

C1.3 Form of Guarantee

Contract No

Whereas the **NTABANKULU LOCAL MUNICIPALITY**,
(hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(hereinafter called “the Contactor”) on the day of20.,
for
.....
at(*indicate site location*)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand.
.....
..... (in words); R
(in figures).

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, where upon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTRACTORS

C1.4 Occupational Health and Safety Agreement

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

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

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

I,, representing

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

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

COID ACT Registration Number:

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

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

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

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/PMSMAR203/2025

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

C1.5 Contract of Temporary Employment as Community Liaison Officer

To be made available to the successful tenderer on issuing of Task Order(s)

NTABANKULU LOCAL MUNICIPALITY

BID NO: NLM/TS/FCRMC/2026/27

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Part C2: Pricing Data

Content	Pages
C2.1 Pricing Instructions	87-90
C2.2 Bills of Quantities	91-113

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C2.1 Pricing Instructions

1. The bid pricing and bill of quantities is for bid evaluation purposes only. The bid evaluators will apply the bid pricing to arrive at a comparative offer in the evaluation of bids.
2. Competitive bidding will be open to contractors contracted within the framework contract as and when a Task Order gets administered

3. For the purposes of this schedule of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of works as defined in the specifications.

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

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

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

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

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

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

6. Rates and lump sums shall be comprehensive in accordance with subclause 1209(b) of the standard specifications. Full compensation for completing and maintaining, during the maintenance period, all the work shown in the specifications, and for all the risks, obligations

- and responsibilities specified in the general conditions of contract, special conditions of contract and specifications shall be considered as provided for collectively in the items of payment given
7. in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
 8. The tenderer shall fill in a rate or a lump sum for each item where provision has been made for it, even where no quantities are given.

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

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

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

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

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

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

9. The works as executed will be measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurement of quantities for payment. Except where otherwise specified as in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered.
10. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
11. The stating of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute work. The contractor shall obtain the Employer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
12. The short descriptions of the payment items given in the schedule of quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the standard specifications, project specifications, general conditions of contract and

special conditions of contract for more detailed information regarding the extent of the work entailed under each item.

13. Reference shall be made to clause 48 of the general conditions of contract regarding provisional sums and prime cost sums.
14. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof. Should there be any discrepancies between the correctly extended totalled schedule of quantities and the tender sum, the rates will be regarded as being correct, and the employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the schedule of quantities with the tender sum. In such an event the contractor will be consulted but failing agreement between the parties, the decision of the employer shall be final and binding. Such adjustment of the tender sum shall take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers should make double sure of the correctness of their tendered rates, the extensions and the tender sum.
15. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
16. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
17. All rates and sums of money quoted in the schedule of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
18. The item numbers appearing in the schedule of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment

items described under part B of the project specifications; those prefixed by C refer to part C, etc for further parts of the project specifications.

Item numbers in schedule B of the schedule of quantities are in addition, preceded by the schedule number of each separate part of schedule B of the schedule of quantities, eg payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of the schedule B of the schedule of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 1200 B12.01 B12.02		SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS				
		Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:				
		(a) Project Liaison Officer	Prov Sum	1.00		38,500.00
		(b) Project Liaison Committee	Prov Sum	1.00		16,800.00
		(c) Contractors handling costs, profit and all other charges in respect of Sub-items B12.02 (a) and (b):				
		(i) Project Liaison Officer	%			
		(ii) Project Liaison Committee	%			
		OCCUPATIONAL HEALTH & SAFETY				
		(a) Preparation of Contractor's site specific Health and Safety Plan, including submission of health and safety file	Lump sum	1		
		(b) Implementation and Monitoring of the Plan for the duration of the contract	Lump sum	1		
		(c) Provision for Personal Protective Equipment & Protective Clothing				
		(i) Reflective vests	No	20		
		(ii) Reflective bibs	No	20		
		(iii) Hard hats	No	20		
	(iv) Protective foot wear	No	20			
	(v) Earplugs	No	20			
	(vi) Dust masks	No	20			
	(d) Provision of full time Construction Health and Safety Officer	Month	7			
	(e) Provision of First Aid boxes	Lump sum	1			
1200		TOTAL CARRIED TO SUMMARY			R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 1500		SECTION 1500 : ACCOMODATION OF TRAFFIC				
	15.03	Temporary traffic-control facilities				
	a)	Flagmen	man-day	462		
	b)	Portable STOP and GO-RY signs	No	4.00		
	e)	Road signs R- and TR- series (600mm)	No	4.00		
	f)	Road signs and TW- series (600mm)	No	-		
	d)	Sharp Chevron	No	2.00		
	h)	Delineators (DTG50J) (600mm high)x 200mm wide:				
	ii)	Mounted back to back	No	20.00		
	i)	Moveable barricade/road sign combination (6m wide)	No	1		
	j)	30km Speed limit	No	6.00		
	15.08	Tar-traeted poles used as temporary deviations	No	6.00		
	15.10	Accommodation of traffic where the road is constructed in half-widths	km	5		
15.14	Provision of a full time Traffic Safety Officer	man-weeks	1		R/O	
Carried forward to summary					R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 1700		SECTION 1700 : CLEARING AND GRUBBING				
	17.01	CLEAR AND GRUB Clear surface and grub vegetation and bushes for width of 3.5m from the centre line of the road on either side of the road. (7m total width)				
	(a)	Virgin/new road section	ha	1.32		
	17.02	Removal and grubbing of large trees and tree stumps				
	(a)	Girth exceeding 1m up to and including 2m	No	1.00		
5500	(b)	Girth exceeding 2m up to and including 3m	No	1.00		
	17.09/55.04	Remove, store and re-erect existing fences. Rate to include replacement of damaged poles where necessary	m	20.00		
	Carried forward to summary					R

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO		SECTION 1800: DAYWORKS				
	B1801	Personnel during all hours				
	a)	Unskilled labour	hr	1		R/O
	b)	Semi-skilled labour	hr	1		R/O
	c)	Skilled labour	hr	1		R/O
	d)	Ganger	hr	1		R/O
	e)	Flag person	hr	1		R/O
	B1802	Plant equipment				
	a)	Tipper truck (10m ³)	hr	1		R/O
	b)	Water truck (10000 litres)	hr	1		R/O
	c)	Tractor loader backhoe	hr	1		R/O
	d)	Grader (AT140G or similar)	hr	1		R/O
	e)	Pedestrian roller (Bomag 90 or similar)	hr	1		R/O
	f)	Vibrating plate compactor (4kW capacity)	hr	1		R/O
	g)	Mobile air compressor (10m ³ /min.capacity)	hr	1		R/O
	h)	Paving breaker, air driven, including all attachments and hoses	hr	1		R/O
	i)	Concrete mixer (0.6m ³ capacity)	hr	1		R/O
	ii)	Angle grinder (1kW capacity)	hr	1		R/O
		Grid roller	hr	1		R/O
	B1803	Materials				
	a)	Procurement of materials	hr	1		R/O
	b)	Handling costs and profit in respect of subitem B18.03(a) above	%			R/O
	B1804	Transport				
	a)	LDV	hr	1		R/O
	b)	Flatbed truck (10 tonnes)	hr	1		R/O
	Carried forward to summary					R

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 2200		SECTION 2200 : PREFABRICATED CULVERTS				
	22.01	Excavation				
	a)	Exvacating soft material situated whtin the following				
		depth ranges below the surface level:				
	i)	0 m up to 1.5 m	m ³	635		
	ii)	Exceeding 1,5m and up to 3,0m	m ³	480		
	b)	Extra over subitem 22.01(a) for excavation in hard	m ³	223		
		material, irrespective of depth				
	22.02	Backfilling:				
	a)	Using the excavated material	m ³	750		
	b)	Using imported selected material (Double Crossings and up)	m ³	80.00		
	c)	Using imported selected material as Floor Base, G6 (Double Crossings and up)	m ³	20.00		
	d)	Using imported Rock Fill Material	m ³	30.00		
	22.03	Concrete pipe culverts:				
	c)	On class C bedding as shown on Drawing.: TIB092/C/101				
	i)	1200 mm dia. class 100D ...	m	0.00		R/O
	i)	900 mm dia. class 100D ...	m	105.00		
	iii)	600mm dia. class 100D	m	370.00		
22.05	Portal and Rectangular culverts:					
a)	1.2 x1.2 Rocla Culverts	m	1		R/O	
	Extra Over iem 22.05 for constructing inclined culverts	m	1		R/O	
22.06	Cast Institu concrete and Formwork					
b)	In floor slabs for culverts, including formwork, joints and class U2 surface finish (Grade 20/19)	m ³	11			

ECAPE STANDARD PROCEDURES	22.10	Steel Reinforcement				
	b)	High tensile steel bars	ton	0		R/O
	c)	Welded steel fabric mesh Ref 395	kg	225.00		
	22.13	Removing and Re-laying existing pipes				
	a)	600mm dia. class (All) Manholes, catchpits, inlet and outlet structures complete	m	22.50		
	22.17					
	b)	Catchpits, construction complete 600 diameter pipe				
	i)	1,0 m to 1,5 m deep stormwater inlets	No	57		
	ii)	1,0 m to 1,5 m deep stormwater outlets	No	57		
		900mm diameter pipe				
	i)	1,0 m to 1,5 m deep stormwater inlets	No	8		
	ii)	1,0 m to 1,5 m deep stormwater outlets	No	8		
	D01	Cleaning of Pipe Culverts (7.5m length)	No	30		
	D02	Pipe Culvert repair (7.5m length)	No	8		
D05	Open drain repair	m	2			
D06	Subsurface drainage maintenance	No	1		R/O	
	Carried forward to summary				R	

**3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
 BID NO: NLM/TS/FCRMC/2026/27**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 3100		SECTION 3100 : BORROW MATERIALS				
	31.02	Excess overbudden in borrow pits for obtaining gravel wearing material				
	(a)	Overburden in soft or intermdiate excavation	m ³	1600		
	(b)	Overbudden in hard excavation	m ³	240		
	31.03	Finishing-off borrow areas in				
	(b)	Intermediate material	ha	1.2		
	Carried forward to summary				R	

**3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
 BID NO: NLM/TS/FCRMC/2026/27**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 3200		<p>SECTION 3200 : SELECTION, STOCKPILING AND BREAKINGDOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</p> <p>32.04 Removal of oversize pavement material</p> <p>32.05 Additional normal grid rolling</p> <p>32.06 Stockpiling of material</p> <p>32.08 OVERHAUL OF GRAVEL</p> <p>a) Limited free haul 1km to 2km</p> <p>b) Unlimited free haul</p>	<p>m³</p> <p>m³</p> <p>m³</p> <p>m³-km</p> <p>m³-km</p>	<p>150</p> <p>250</p> <p></p> <p>12,000</p> <p>47,500</p>		
		Carried forward to summary			R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
COLTO 3300		SECTION 3300 : MASS EARTHWORKS					
	33.01 a) ii)	Cut and borrow to fill, including free-haul up to 0.5km Material in compacted layer thickness of 200 mm and less: Compacted to 93% of modified AASHTO density	m ³	2100.00			
	33.03 a) b) c)	Extra over item 33.01 for excavating and breaking down material in: Intermediate excavation Hard Rock Excavation. Boulder excavation Class A	m ³ m ³ m ³	210.00 0.00 0.00			
	33.04 a) c) d)	Cut to spoil, including free-haul up to 0,5 km. Material obtained from: Soft excavation Hard Rock / Boulder material Boulder excavation Class A	m ³ m ³ m ³	216.00 1660.00 280.00			
	33.07 a) i) b) i)	Removal of unsuitable material (including free-haul of 0.5km): In layer thickness of 250 mm and less: Stable material In layer thickness exceeding 250 mm: Stable material	m ³ m ³	- -		R/O R/O	
	33.10 e)	Roadbed preparation and the compaction of material (Rip & Compact)(150mm thick) for 5.5m width: Compaction of 95% of modified AASHTO density	m ³	1,130.00			
	33.20 a) ii)	Borrow to fill (including free-haul up to 1km), G7/G6 Material in compacted layer thickness of 200 mm and less: Compacted to 93% of modified AASHTO density	m ³	655.00			
		Carried forward to summary				R	

**3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
 BID NO: NLM/TS/FCRMC/2026/27**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 3400 ECAPE STANDARD PROCEDURES		SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL				
	B34.01	Pavement layers constructed from gravel taken from borrow pits or commercial sources, including free haul up to 1,0km: (c) Gravel subbase (G7) compacted to: (i) 95% of modified AASHTO density (150mm thickness)	m³	1860.00		
	G01	Wet Grading (Road width from 5.0 to 12.5m)	km	4.35		
	G03	Special Grading (Road width from 5.0 to 12.5m)	km	0.00		R/O
	G04	Reshaping (Road Width from 5.0 to 12.5m)	km	0.75		
	G05	Heavy Maintenance (Road Width from 5.0 to 12.5m)	km	4.52		
	G06	Gravel Patching	m³	250.00		
	G07	Regravelling (Class E Material)	m³	7370.00		
	Carried forward to summary				R	

**3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
 BID NO: NLM/TS/FCRMC/2026/27**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>COLTO 5100</p>		<p>SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</p>				
	<p>51.01 b)</p>	<p>Stone pitching: Cement-Grouted stone pitching / Grouted Side drain bolster <i>(Refer to Drawing TIB027/T/06)</i></p>	<p>m²</p>	<p>1840</p>		
	<p>51.03 b)</p>	<p>Stone mansory walls Cement-mortared stone walls to Inlets and outlets i) 220-250mm to Inlets and outlets for stormwater pipes uo to 600mm Diameter</p>	<p>m³</p>	<p>35</p>		
		<p>ii) 350mm to Inlets and outlets for stormwater pipes ranging from 900mm Dia up iii) 350mm to other Structures</p>	<p>m³ m³</p>	<p>15 5</p>		
	<p>Carried forward to summary</p>				<p>R</p>	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 5200		SECTION 5200: GABIONS				
	LIC 52.01	Foundation trench excavation and backfilling: (b) In all other classes of material	m ³	95.00		
	LIC 52.02	Surface preparation for bedding the gabions	m ²	142		
	LIC 52.03	Mesh Type 80 with 3.0/3.7mm Class A Galfan and PVC coated wire Gabions				
	a)	1,0m long x 1,0m wide x 1,0m high	no.	50		
	b)	1,0m long x 0.5m wide x 1,0m high	no.	1		
	c)	2,0m long x 2m wide x 0.3 high Reno Mattress	no.	12		
LIC 52.04	AG Geotetextile (Continous Polyester Filament Double Needle-Punched) Bidum U14 or similar	m ²	200			
LIC 52.05	Rockfill	m ³	65			
	Carried forward to summary				R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 5400	LIC 54.01	SECTION 5400: GUARDRAILS				
		Galvanised guardrails and posts				
		a) Galvanised guardrail on treated poles	m	230		
		b) Guardrail ends	no.	4		
		The tendered rates for items a) and b) above shall include full compensation for furnishing all materials and labour and erecting the guardrail complete				
		Carried forward to summary			R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 5600		SECTION 5600: ROAD SIGNS				
	56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	c)	Prepainted galvanized steel plate chromadek warning and information signs (As shown on drawings)				
	i)	900 mm diameter Round signs: - R1 - R201 (30)	No. No.	2 16		
	ii)	400mm x 400mm single sided "Sharp Curve Chevron" hazard marker signs, (ref W405)	No.	2		
	iii)	400mm x 400mm single sided "Sharp Curve Chevron" hazard marker signs, (ref W409)	No.	2		
	iv)	150mm x 600mm Hazard Marker signs (a) W401 (a) W402	No. No.	70 70		
	56.03	Road sign supports (overhead road sign structures excluded):				
	a)	Timber Posts (i) 75-100mm diameter, CCA treated (ii) 150mm diameter, CCA Treated	m m	238 55		
	56.05	Excavation and backfilling for road sign supports as per	m ³	15.96		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	5			
	Carried forward to summary				R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS
BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 5900		SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
	59.01	Finishing the road and road reserve:				
	b)	Single carriageway road (0 to 20 degrees)	km	15.000		
	Carried forward to summary				R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 7100		SECTION 7100: CONCRETE PAVEMENTS				
	71.01	Concrete Trial pavement				
		(a) Manual construction	m ³	2		R/O
	71.02	25Mpa Concrete pavement, 150mm thick, excluding texturing and curing. Including Cube Testing (4 sets)	m ³	722		R/O
	71.03	Extra over item 71.02 for concrete pavement requiring hand placing	m ³	36.1		R/O
	71.04	Texturing and curing the concrete pavement				
		(a) Burlap-dragged and grooved texture	m ²	4813.3333		R/O
		(b) Curing	m ³	722		R/O
	71.06	Joints				
		(a) Expansion Joints complete	m	280		R/O
		(b) Sealed transverse contraction joints sawn in two separate operations (widths as shown on the drawings)	m	280		R/O
	71.08	Steel Reinforcement in concrete pavement				
		(a) Mild tensile steel reinforcement				
		(i) R8 Stirrups (Shape code 60)	ton	0.50		R/O
	(ii) Y10 bars (Shape code 20)	ton	0.50		R/O	
	(b) High tensile steel reinforcement	ton	0.50		R/O	
	(c) Welded steel fabric (Ref 395)	m ²	5295		R/O	
	Carried forward to summary				R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 8100	81.02	<p>SECTION 8100: TESTING MATERIALS AND WORKMANSHIP</p> <p>Other special tests requested by the engineer</p>	Prov Sum			40,000.00
	Carried forward to summary				R	

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
COLTO 2200; 3300; 3400; 5100, 5200, 6200, 6300, 6400		SECTION 10000 : PIPE CAUSEWAY (See drawing no.: TIB092/C/400 for details)				
	22.02	Backfilling:				
	a)	Using the excavated material	m ³	0.00		R/O
	b)	Using imported selected material	m ³	29.00		
	22.03	Concrete pipe culverts:				
	i)	1200 mm dia. class 100D, Ogee	m	35.00		
	ii)	900 mm dia. class 100D. Ogee	m	0.00		R/O
	33.01	Cut or Excavate to spoil, including free-haul up to 0,5 km. Material obtained from: (Causeway and Bypass Road)				
	a)	Soft excavation	m ³	12.00		
	c)	Hard Rock / Boulder material	m ³	71.00		
	d)	Boulder excavation Class A	m ³	35.00		
	34.01	Pavement layers constructed from gravel taken from borrow pits or commercial sources, including free haul up to 1,0km: (For the Bypass Road)				
		(h) Gravel wearing course (Class E) compacted to: (iii) 95% of modified AASHTO density (150mm additional thickness) in sandy sections, CH3900 Area	m ³	30		
	62.01	Formwork to Provide: U2 Finish				
	a)	Floor Slab	m ²	17.00		
	b)	Side Walls	m ²	48.50		
	c)	Wingwalls	m ²	36.50		
	d)	Bollards	m ²	17.50		
	63.01	Steel Reinforcement for:				
	a)	Floor Slab for pipe causeways				
	(ii)	High yield stress steel bars	ton	0.00		R/O
	(iii)	Welded steel fabric mesh	kg	0.00		R/O
b)	Epoxy Grouted Dowels for pipe Causeways					
(ii)	High yield stress steel bars	ton	0.33			
c)	Top Slab for pipe Causeways and Approach Slabs					
(iii)	Welded steel fabric mesh Ref 617	kg	621.00			
d)	Wingwalls for pipe Causeways					
(ii)	High yield stress steel bars	ton	0.35			
e)	Bollards for pipe Causeways					
(ii)	High yield stress steel bars	ton	0.10			

	64.01	Cast in-situ Concrete:				
	a)	Class 15/19 MPa				
	(i)	Fill between pipes in causeways	m ³	44.00		
	(ii)	Blinding for pipe causeways	m ³	16.00		
	b)	Class 20/19 MPa				
	(i)	Base slab for pipe causeways	m ³	1		
	c)	Class 25/19 MPa				
	(i)	Top slab for pipe causeways	m ³	10.50		
	(ii)	Wingwalls for pipe causeways	m ³	8.50		
	(iii)	Approach slab for pipe causeways	m ³	9.50		
	(iv)	Bollards for pipe causeways	m ³	2.50		
	Carried forward to summary					R

SUMMARY OF SCHEDULE OF QUANTITIES

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

BID NO: NLM/TS/FCRMC/2026/27

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	PRELIMINARY AND GENERAL	
1400	ENGINEERS ACCOMMODATION	
1500	ACCOMODATION OF TRAFFIC	
1700	CLEAR & GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
3100	BORROW MATERIALS	
3200	SELECTION, STOCKPILING, AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEK MATERIAL	
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD RESERVE	
7100	CONCRETE PAVEMENTS	
8100	TESTING MATERIALS AND WORKMANSHIP	
10000	PIPE CAUSEWAY	
	SUB-TOTAL (1)	
	Add 10% contingencies	
	SUB-TOTAL (2)	
	Add VAT at 15%	
	TOTAL CARRIED FORWARD FORM OF TENDER	

NTABANKULU LOCAL MUNICIPALITY

BID NO.: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

Part C3: Scope of Work

Contents

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes, Site Information & Tender Drawings

NTABANKULU LOCAL MUNICIPALITY

BID NO.: NLM/TS/FCRMC/2026/27

3-YEAR FRAMEWORK CONTRACT OF 05 ROADS MAINTENANCE CONTACTORS

C3.1 Description of the Works

CONTENTS

- C3.1.1: Employer's Objectives and Overview of the Works
- C3.1.2: Description of Site and Access
- C3.1.3: Extent of the Works

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

The NTABANKULU LOCAL MUNICIPALITY has initiated roads maintenance program which comprise of comprehensive roads maintenance plan that is being updated every year to accommodate necessary changes. The municipality therefore performs roads maintenance work based on the Council approved Roads & Stormwater Maintenance Plan.

Furthermore, the municipality performs rehabilitation of damaged road infrastructure subject to funding from the relevant government(s) that are mandated to respond to flood damages and disaster response and recovery.

C3.1.2 Description of Site and Access

Description of the sites will be specified on the issued Task Order(s), depending on the recommendations of the municipality's Council approved Roads Maintenance Plan by council.

C3.1.3 Extent of the Works

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

- a) Road Rehabilitation
- b) Re-gravelling
- c) Patch gravelling.
- d) Special grading
- e) Wet and Dry blading.
- f) Reconstruction and maintenance of stormwater stormwater control facilities, including construction of new ones where necessary to mitigate the risk of accelerated stormwater degradation
- g) Cleaning and reshaping of existing side drains including mitre drains as directed.
- h) Cleaning of stormwater drainage structure
- i) Lining of open drains with grouted stone pitching
- j) Erosion protection
- k) Road signs.
- l) Installation of new stormwater pipe crossings
- m) Installation of new road signs
- n) Maintenance of bridges

C3.1.4 Other Simultaneous Contracts

Not applicable

C3.1.5 Site Security

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

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

C3.1.6 Quality of Workmanship

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

C3.1.7 Submission of Reports

Submissions will be monthly by the 26th of each month. No delays will be accommodated and penalties will be imposed for every non-submission or inaccurate report submission.

Further reporting requirements will be specified in the Task Order(s) issued.