

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE
OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF
ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS
ON AN AD-HOC BASIS**

BID NO: NKO35/2026

CATEGORY: 3CE OR HIGHER

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320**

**The Municipal Manager
Mr ON Nkosi**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 28/09/2026

TENDER NO: NKO: 35/2026 APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, REGRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS

The Nkomazi Local Municipality invites interested parties who are registered as CIDB 3CE or higher for the appointment of a panel of contractors for the general maintenance of gravel roads, stormwater and rehabilitation of roads. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 851.38** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **20/08/2026** and to be obtained at Nkomazi Local Municipality: Budget and Treasury office (Old Malalane Taxi Rank), 22 Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **24/08/2026 at 10h00** at the Municipal Town Hall (Kobwa Hall) at Fish Eagle. Bidders are advised not to commit fraudulent activities or forgery to document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 28/09/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in the official bid documentation or which is received after the closing of the bids, will be ignored. It must also be noted the tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. Hendrick Ngomane at 013 790 0145, between 07H15 – 16H00 on working weekdays.


Mr. O N NKOSI
MUNICIPAL MANAGER

17/08/2026
Date

1

2

BID NO:	NKO:35/ 2026	INITIALS	
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IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

PART A

1. The following conditions must be complied with failure to adhere to any of these conditions will lead to immediate disqualification:
2. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
3. Painting over rates/use of correcting fluid is not allowed.
4. Failure to submit documents required in this tender documentation.
5. Form of offer not filled (it should be completed in words and numbers).
6. The bid has been submitted before the closing date and time.
7. Initial or sign all pages of the tender documents.
8. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
9. All declarations and authorization forms must be duly signed.
10. Amendment without initials and signature of authorized personnel in the document is not allowed.
11. Original certified copy of company registration certificate (CK) and all pages certified.
12. Original certified copies of ID's all Directors/members/board members.
13. Copy of the SARS Tax PIN or tax clearance certificate.
14. The tenderer shall attach certified valid copy of COIDA as evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
15. The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration. In the case of a Joint Venture,

BID NO:	NKO:35/ 2026	INITIALS	
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a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

16. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the business. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
17. Original certified copies of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement for all directors and/or board members of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
18. Signed Letter of Authority on the company letterhead
19. CSD detailed report (printed after the tender advert and on or before tender closing date)
20. Joint Venture Agreement (In case of a Joint Venture) must be submitted
21. Joint Ventures must be registered on CSD as Joint Venture.
22. Sign all applicable pages.
23. Complete the bill of quantity.
24. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
25. Completion of the bid document using pencil or erasable pen is not allowed
26. The bid has been submitted before the closing date and time.

BID NO:	NKO:35/ 2026	INITIALS	
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PART B

SPECIAL DISQUALIFICATION CRITERIA

- Non-submission of the following documents will result in the bidders not being able to go to the next stage:
- Evidently unbalanced, unrealistic, or manipulated rates
- Major line items priced at zero or negligibly low without explanation
- Bider has a conflict of interest that cannot be effectively mitigated.

CHECKLIST OF RETURNABLE AND REQUIRED DOCUMENTS

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS Pin?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	Authority of Signatory; Original if a copy must be certified (must be in the company letterhead)	No		Yes
6.	Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicates that your business is situated in an area in which it does not bill for all directors, Board members and business. If the rates and taxes account is not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name/s are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property. Attached all proof of residential address as appear on CSD (EXCLUDING REMOVED ADDRESSES).	No		Yes
7.	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals

BID NO:	NKO:35/ 2026	INITIALS	
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2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

1.	CIDB	<i>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</i>
2.	SANS 10845-1	<i>Processes, methods and procedures.</i>
3.	SANS 10845-2	<i>Formatting and compilation of procurement documentation.</i>
4.	SANS 10845-3	<i>Standard conditions of tender.</i>
5.	GCC	<i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering. And or the latest updated as per the allocation period.</i>
6.	COTO	<i>Standard Specifications for Road and Bridge Works for State Road Authorities (1998)</i>
7.	This Document, as presented.	

BID NO:	NKO:35/ 2026	INITIALS	
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**PART A
INVITATION TO BID**

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

BID NUMBER:	NKO: 35/2026	CLOSING DATE:	28/09/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS				
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 (Civic Centre, Ground floor, 09 Park Street - Malelane, Private Bag X101

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
Total number of items offered			Total bid price	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Supply Chain Management	DEPARTMENT	Infrastructure Development
CONTACT PERSON	Richard Mabuza	CONTACT PERSON	Mr HM Ngomane
TELEPHONE NUMBER	(013) 790 0386	FACSIMILE NUMBER	(013) 790 0245
E-MAIL ADDRESS	Richard.mabuza@nkomazi.gov.za	E-MAIL ADDRESS	Hendrick.ngomane@nkomazi.gov.za

BID NO:	NKO:35/ 2026	INITIALS	
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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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

BID NO:	NKO:35/ 2026	INITIALS	
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1. BID INSTRUCTIONS

- 1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s), No electronic signatures allowed.
- 1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated
- 1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 1.6 Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
- 1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
- 1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
- 1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
- 1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
- 1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
- 1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

BID NO:	NKO:35/ 2026	INITIALS	
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T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes 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 provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: 09 Park Street, Malelane, 1320
3.2	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender (white) Part T1.2 Tender Data (White) Part T2 Returnable Documents Part T2.1 List of Returnable Documents (White) Part T2.2 Returnable Schedules to be completed by the Tenderer (White) Part T2.3 Returnable Schedules II (White) THE CONTRACT Part C1 Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Schedule of Deviations C1.4 Contract Data C1.5 Form of Guarantee Part C2 Pricing Data C2.1 Pricing Assumptions C2.2 Bill of Quantities and Information Sheets

BID NO:	NKO:35/ 2026	INITIALS	
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	Part C3 Scope of Works C3.1 Description of Works (White) C3.2 Engineering (White) C3.3 Procurement (White) C3.4 Construction (White) C3.5 Management of the Works (White) C3.6 Health and Safety (White) Part C4 Site Information C4 Site Information (White) Appendices Annexure A Occupational Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)
3.4	The language for communications is English.
3.5	The competitive negotiation procedure shall not be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation 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 3CE or Higher of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB Contractor grading designation lower 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, are not eligible to have their tenders evaluated. Joint Ventures are eligible to submit bids provided that: (1) every member of the joint venture is registered with the CIDB; (2) 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 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

BID NO:	NKO:35/ 2026	INITIALS	
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	b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-Contractor agreement, will be acceptable. Such undertaking must be attached to Forms N of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms N. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the Contractor shall within a period of 14 working days replace the key personnel listed in Forms N with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, shall be required as a minimum to have. BTech/BSc/BEng: Civil Engineering with a minimum of 10 years' Experience. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form T may render the tender non- responsive.
4.6	Bidders are encouraged to revisit the Municipality website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to. Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	The arrangements for the non-compulsory clarification meeting are as stated in the tender notice and invitation to tender, item T1.1. The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will: (a) read out from the collected lists calling for confirmation that all have signed; The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The Municipality will not be taking responsibility for incorrect information provided by the bidder on the attendance register. For tenderers who wont be attending the briefing, Addendum will be published on the Nkomazi municipality website.
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

4.12	Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative 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 Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required. The signed print-out shall be taken as the valid submission.
4.13	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
4.15	Location of tender box: Civic Centre, Ground floor, 09 Park Street, Malelane Physical address: 09 Park Street, Malelane 1320 Identification details: NKO35/2026, APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS. Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.

BID NO:	NKO:35/ 2026	INITIALS	
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5.1	The Employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The Employer shall issue addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.
5.10	List of disqualifying factors of this tender are as follows: A bid not complying with the requirements stated hereunder will be regarded as "non-Responsive", and as such will be rejected/disqualified for further evaluation. • Copy of the SARS Tax PIN or tax clearance certificate. • Form of offer not filled (it should be completed in words and numbers). The one completed in words takes precedence. • Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents. • Bid documents submitted after the closing date and time will not be considered • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading. • Authority for Signatory duly signed and dated original or certified copy on the Company(s) Letterhead. • Original certified copies of ID's all Directors/members/board members. • Bidders should submit their latest Annual Financial Statements (e.g 2025).

BID NO:	NKO:35/ 2026	INITIALS	
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- Bidders who are legally required by law should submit their Audited Annual Financial Statements (latest e.g. 2025)
 - All declarations and authorization forms must be duly signed.
 - Original certified copy of company registration certificate (CK) and all pages certified
 - All pages of the tender document must be initialled or signed
 - Submit copy of an active CIDB Contractor grading designation of 3CE or higher. For JV, a combined CIDB grading is required.
 - Tenderer must provide valid copy of the current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes statements for both the company and active directors including JV/Consortium partners. Further if the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the business/company operates from their property
Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate.
- The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as stipulated in the Classification of Industries, the Compensation for Occupational Injuries and Diseases Act 130 of 1993. See classification of industries attached.
 - Proof of public liability Insurance / third party liability insurance for a minimum of R1 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter.
 - Fully completed and signed where applicable/mandatory in the Returnable Schedules.
 - Failure to apply instructions contained in addenda that may be issued.
 - Submissions from bidders who did not attend briefing session will be rejected.
 - Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the Employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non-responsive.
 - CSD detailed report (printed after the tender advert and on or before tender closing date)
 - Joint Ventures must be registered on CSD as Joint Venture.
 - Complete the bill of quantity in full.

BID NO:	NKO:35/ 2026	INITIALS	
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A 5.11	EVALUATION METHODOLOGY This is a thirty-six (36) months contract in which the appointment of a panel of contractors for the general maintenance of gravel roads, re- gravelling, stormwater and rehabilitation of roads for Nkomazi Local Municipality for a period of 36 months on an Ad Ad-Hoc basis. Therefore, the aim is to employ a close and three (3) stage process of evaluation. The first one (1st) referred to as stage one (1) which will be administrative compliance (pre-qualification), the second (2nd) will be on technical evaluation followed by the third (3rd) process referred to as stage three (3) which will be price and preference points evaluated in terms of the 80/20 criteria. The service provider will be evaluated as per the criteria set out. Each must acquire the minimum points for the tender to be considered to be responsive.
	The Tender evaluation will be conducted as follows: 1(a) First The tenderers will be verified against a pre-qualifying criterion in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential procurement regulations, 2017. A tenderer must submit proof of its B-BBEE status level of contributor. 1(b) Second Tender documents shall be submitted as downloaded and printed from the website without any alterations. 1(c) Third Tenders will be checked for compliance with Tender Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the tender non- responsive and it will not be carried forward to the next stage. 1(d) Fourth The Tenderer's company experience, Key Personnel, Plant and equipment and Financial References will be evaluated. Each tender will be assessed and awarded points for Functionality. Failure to achieve 70 points out of the 100 for Functionality will render the tender non-responsive.

	The NLM will utilize the CSD report for the above-mentioned information Corporate Social Investment (CSI) NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Nkomazi Local Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one-page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.
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BID NO:	NKO:35/ 2026	INITIALS	
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Eligibility for preference points will be determined as follows:

- Compliance with any other information requested to be attached to Returnable Schedules.

5.11.9

Description of quality criteria	Maximum number of points
Company Experience	50
Key Personnel	25
Plant and equipment	15
Financial References	10
Total evaluation points for quality (Ms)	100

Tender offers will only be considered responsive if the minimum quality requirement of 70 points is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form K of the Returnable Schedules.

ii). Key Personnel (Maximum 25 points)

Details of key personnel and their experience and qualifications are to be entered in Form N of the Returnable Schedules.

iii). Roads Maintenance Experience (Maximum 50 points)

Details of roads and stormwater maintenance and minor rehabilitation (earthworks) related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form J in the Returnable Schedule.

iv). Financial References (Maximum 10 points)

Details of financial references are to be entered in Form L of the Returnable Schedules.

5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: • The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary and must not be older than 30 days from the closing date. • The tenderer is in good standing with SARS according to the Central Supplier Database. • The tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation. • The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • The tenderer has not: i) Abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect; • The tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process; • The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; • The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • No Tippex has been used on the bid document. • The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the Employer is One.
5.19	All requests shall be in writing.

BID NO:	NKO:35/ 2026	INITIALS	
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PART T2 RETURNABLE DOCUMENTS

BID NO:	NKO:35/ 2026	INITIALS	
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PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	FORM D: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)
FORM E	PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
FORM F	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM G	AUTHORITY OF SIGNATORY: EXAMPLE
FORM H	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM I	SCHEDULE OF CURRENT COMMITMENTS
FORM J	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM K	PLANT & EQUIPMENT
FORM L	FINANCIAL RESOURCES BANKING INFORMATION
FORM M	FINANCIAL RESOURCES DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
FORM N	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

BID NO:	NKO:35/ 2026	INITIALS	
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COMPULSORY TENDER DOCUMENTS

BID NO:	NKO:35/ 2026	INITIALS	
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FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

Certificate of attendance is not applicable to this tender:

This is to certify that I,

representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the clarification meeting on (date)

Signature of Representative: _____

Signature of Project Manager: _____

BID NO:	NKO:35/ 2026	INITIALS	
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FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed

Date

Name

Position

BID NO:	NKO:35/ 2026	INITIALS	
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FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the Employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed

Date

Name

Position

BID NO:	NKO:35/ 2026	INITIALS	
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1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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 the bidder or his representative:
- 3.2. Identify Number:
- 3.3. Position occupied in the Company (director, trustee shareholder):
.....
- 3.4. Company Reference 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:

❖ MSCM Regulations: "in the service of the state" means to be-

- (a) A member of- Any municipal council Any provincial legislature, or 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

BID NO:	NKO:35/ 2026	INITIALS	
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- ❖ 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

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and 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 the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and 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 the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....

.....

BID NO:	NKO:35/ 2026	INITIALS	
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13.14 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.

13.14.1 If yes, furnish particulars.

YES/NO

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

Full Name	Position filled in the “State”	ID number	State employee number

Signature

Bid Number

Date

Capacity

Name of the Company

BID NO:

NKO:35/ 2026

INITIALS

FORM D: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

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

- Are you by law required to prepare annual financial statements for auditing?

YES / NO

- 1.1. If yes, submit audited 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 municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

YES / NO

.....
.....

- 2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards 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, please provide particulars

.....
.....

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

YES / NO

.....
.....

- a. If yes, furnish particulars

.....
.....

BID NO:	NKO:35/ 2026	INITIALS	
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4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

BID NO:	NKO:35/ 2026	INITIALS	
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FORM E: PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4

The maximum points for this tender are allocated as follows:

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

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

BID NO:	NKO:35/ 2026	INITIALS	
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- 1.6 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

BID NO:	NKO:35/ 2026	INITIALS	
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$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- Table 1: Specific goals for the tender and points claimed are indicated per the table below.
 - Note to organs of state: where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
 - Note to tenderers: the tenderer must indicate how they claim points for each preference point system.)

BID NO:	NKO:35/ 2026	INITIALS	
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POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS

A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements

HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2	
more than 30% youth shareholding or owned enterprise	2	
More than 30% people living with disability shareholding or owned enterprise	2	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING OF RDP PROGRAMMES

A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -

Enterprises regarded as EMEs or Strat-UP located within the Ehlanzeni District Municipality area of jurisdiction	2	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for enterprise located within the district area of jurisdiction	2	➤ National, Province and Local
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	5	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: ➤ Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. ➤ These undertakings shall form part of the service level agreements SLA and be managed as such.
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME	3	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate

BID NO:	NKO:35/ 2026	INITIALS	
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a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).		confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Nkomazi Local Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

BID NO:	NKO:35/ 2026	INITIALS	
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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a. disqualify the person from the tendering process;
 - b. recover costs, losses or damages it has incurred or suffered because of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation;
 - d. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e. forward the matter for criminal prosecution, if deemed necessary.

BID NO:	NKO:35/ 2026	INITIALS	
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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

BID NO:	NKO:35/ 2026	INITIALS	
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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

- 1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.
- 1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.
- 1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.
- 1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

BID NO:	NKO:35/ 2026	INITIALS	
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Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

- 2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.
- 2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.
- 2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.
- 2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

- 3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;
- 3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;
- 3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

- 4.1. Bids close at 12:00 PM on the closing date as indicated in the bid documents.
- 4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.
- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.

BID NO:	NKO:35/ 2026	INITIALS	
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5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. "Non-firm" prices are deemed to be all prices which are not "firm."

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements
- Pricing
- Technical Evaluation
- Preferential Procurement points

3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.

BID NO:	NKO:35/ 2026	INITIALS	
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- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
 - 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
 - 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.
- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy,

BID NO:	NKO:35/ 2026	INITIALS	
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completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
 - 4.9.1.1. Confidential financial statements of the bidder; and
 - 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

BID NO:	NKO:35/ 2026	INITIALS	
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CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

BID NO:	NKO:35/ 2026	INITIALS	
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CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

BID NO:	NKO:35/ 2026	INITIALS	
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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	<i>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?</i> <u>(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).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes ☐	No ☐
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 ☐	No ☐

BID NO:	NKO:35/ 2026	INITIALS	
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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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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:

BID NO:	NKO:35/ 2026	INITIALS	
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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;

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

- (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.
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

BID NO:	NKO:35/ 2026	INITIALS	
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1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

.....
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....

Capacity

Duly authorised to sign on behalf of

.....

BID NO:	NKO:35/ 2026	INITIALS	
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FORM F: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

BID NO:	NKO:35/ 2026	INITIALS	
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FORM G: AUTHORITY OF SIGNATORY: EXAMPLE

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr.....

... has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

..... and any Contract which may arise there from on behalf of

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

BID NO:	NKO:35/ 2026	INITIALS	
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PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

BID NO:	NKO:35/ 2026	INITIALS	
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FORM H: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Sub contractors. Should any or all of the specialist Sub contractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Sub contractor not listed below being approved by the Engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following Sub contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-Contractor.**

(Note: All proposed Sub contractors must be listed).

Sub-Contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ () _____		Previous value of work:
		Previous Experience:
_____ _____ () _____		Previous value of work:
		Previous Experience:

_____ _____ () _____		Previous value of work:
		Previous Experience:
_____ _____ () _____		Previous value of work:
		Previous Experience:

FORM I: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Duration (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

BID NO:	NKO:35/ 2026	INITIALS	
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RETURNABLES FOR QUALITY CRITERIA

BID NO:	NKO:35/ 2026	INITIALS	
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No.	Reference	Criteria	Description / Documents Required	Points Allocation	Maximum Points
1	FORM J	Company Experience – Similar Projects	Experience in successfully completed projects of a similar nature to the scope, including construction and maintenance of gravel roads, road upgrading, stormwater drainage, culverts, bridges, road re-gravelling, pavement rehabilitation and earthworks. Tenderer may submit a maximum of five (5) relevant projects completed within the last five (5) years.		50
		Project value: R1.5 million – less than R3 million	Completed similar project. Submit certified appointment letter and certified completion certificate.	6 points per project	30
		Project value: R3 million – less than R5 million	Completed similar project. Submit certified appointment letter and certified completion certificate.	8 points per project	40
		Project value: R5 million and above	Completed similar project. Submit certified appointment letter and certified completion certificate.	10 points per project	50
		Verification of experience	Projects must be directly relevant to the scope. No points will be allocated for unrelated projects. A certified appointment letter and corresponding certified completion certificate must be submitted for each project. Failure to submit both documents will result in 0 points for that project. The Municipality reserves the right to verify the information with the Employer and/or Consulting Engineer.	As above	
2	FORM K	Plant and Equipment Availability	Tenderer must demonstrate that the required major plant is available specifically for the contract. Points are awarded based on owned and available plant. Proof of ownership must be submitted.		15
		Water Tanker – 8,000 litres or above	One (1) required. Valid registration/licence documentation or other acceptable proof of ownership.	1 point	1
		Smooth Drum Vibratory Roller – 12 tons or above	One (1) required. Proof of ownership must be submitted.	2 points	2
		Tipper Truck	Two (2) required. Points awarded for owned and available trucks.	2 points per unit	4
		Motor Grader	One (1) required. Points awarded for an owned and available grader.	4 points	4
		Excavator	One (1) required. Proof of ownership must be submitted.	2 points	2
		TLB	One (1) required. Proof of ownership must be submitted.	2 points	2
		Plant ownership and availability	Plant must be correctly identified and available for the contract. Certified MVL/X, registration certificate, licence disc, Department of Transport documentation or invoices for non-road-going equipment must be submitted, as applicable.	Included above	

		Hired / leased plant	Half points will be allocated for hired or leased plant where the tender requirement specifies points for owned plant.	Half points as included in the above	
3	BANK RATING FORM L	Financial Standing / Bank Rating	Tenderer must submit an official bank rating from a registered financial institution, based on a minimum value of R500,000.		10
		C or better	Official bank rating confirming the required financial standing.	10 points	
		D	Official bank rating confirming the applicable financial standing.	6 points	
		E or below	Rating does not meet the required threshold.	0 points	
		Proof of banking information	Submit bank confirmation/rating from a registered financial institution, including bank name, account name, account number, account type, branch/address, contact person and duration of account.	Included above	
4	FORM N	Construction Personnel / Key Personnel	The Tenderer must demonstrate that suitably qualified and experienced personnel are available for the successful execution of the works. Detailed and signed CVs, certified qualifications and certified ID copies must be submitted for all proposed key personnel.		25
		Contracts Manager	Must have B-Tech/BSc/BEng in Civil Engineering, minimum NQF Level 7 or equivalent, with relevant experience in construction and maintenance of roads and stormwater, minor road rehabilitation and road re-gravelling projects.		5
		Contracts Manager – 8 years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	1 point	
		Contracts Manager – 9 years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	2 points	
		Contracts Manager – 10 years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	4 points	
		Contracts Manager – 11+ years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	5 points	
		Site Agent	Must have N.Dip in Civil Engineering or equivalent NQF Level 6 qualification and relevant experience in construction and maintenance of roads and stormwater, minor road rehabilitation and road re-gravelling projects.	4 points	10
		Site Agent – 2 years' experience	Relevant experience demonstrated in signed CV and supporting documentation.	2 points	
		Site Agent – 3 years' experience	Relevant experience demonstrated in signed CV and supporting documentation.	4 points	

BID NO:	NKO:35/ 2026	INITIALS	
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	Site Agent – 4 years' experience	Relevant experience demonstrated in signed CV and supporting documentation.	6 points	
	Site Agent – 5 years' experience	Relevant experience demonstrated in signed CV and supporting documentation.	8 points	
	Site Agent – 6+ years' experience	Relevant experience demonstrated in signed CV and supporting documentation.	10 points	
	Site Foreman	Must be employed on a permanent or contract basis and have at least NQF Level 4 or related qualification, with relevant experience in construction and maintenance of roads and stormwater, minor road rehabilitation and road re-gravelling projects.		
	Site Foreman – 3 years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	3 points	
	Site Foreman – 4 years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	4 points	
	Site Foreman – 5+ years' relevant experience	Relevant experience demonstrated in signed CV and supporting documentation.	5 points	5
	Safety Officer	Must be employed on a permanent or contract basis, hold a valid SACPCMP certificate, and have relevant experience in construction and maintenance of roads and stormwater, minor road rehabilitation and road re-gravelling projects.		
	Safety Officer – 3 years' relevant experience	Valid SACPCMP certificate and relevant experience demonstrated in signed CV and supporting documentation.	2 points	
	Safety Officer – 4 years' relevant experience	Valid SACPCMP certificate and relevant experience demonstrated in signed CV and supporting documentation.	3 points	
	Safety Officer – 5+ years' relevant experience	Valid SACPCMP certificate and relevant experience demonstrated in signed CV and supporting documentation.	5 points	5
	Supporting documentation	Detailed and signed CVs, certified qualifications and certified ID copies must be submitted for all key personnel. Points will be based only on relevant experience demonstrated in the submitted CVs and supporting documentation.	Compliance requirement	
	TOTAL QUALITY / FUNCTIONALITY SCORE			100 POINTS

FORM J: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 50 points based on information provided in this schedule.

The following is a statement of work of similar nature (construction and maintenance of gravel roads, upgrading of roads, stormwater, culvert or bridges construction, road re-gravelling, pavement rehabilitation and earthworks) and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of comparable nature and magnitude.
- 2 The tenderer scores 6 points per project with a value of more than or equal to R1.5 million but less than R3 million, completed in the last 5 years.
- 3 The tenderer scores 8 points per project with a value of more than or equal to R3 million but less than R5 million completed in the last 5 years.
- 4 The tenderer scores 10 points per project with a value of more than R5 million completed in the last 5 years.
- 5 The tenderer may list and attach proof of five (5) projects of construction and maintenance of gravel roads, upgrading of roads, stormwater, culvert or bridges construction, road re-gravelling, pavement rehabilitation and earthworks of comparable size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 No points will be allocated without the certified appointment letter together with the corresponding completion certificated
- 8 No points will be allocated for unrelated work
- 9 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 10 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Certified Appointment letter as well as Completion Certificate (signed by client and Engineer and Contractor) of Relevant Work (to be attached – zero points if both is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)
*Attach additional pages if more space is required		Total Points		

BID NO:	NKO:35/ 2026	INITIALS	
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FORM K: PLANT & EQUIPMENT

The tenderer will receive a maximum of 15 points based on information provided in this schedule.

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at the start of contract, maximum points will be as stated in allocated points if owned column.
 - Half points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
 - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantity Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable**). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Quantity hired	Points Scored
Water Tanker (8000 Litre or above) **	1	1			
Smooth Drum Vibratory Roller (12 ton or above) *	2	1			
Tipper Truck **	4	2			
Grader **	4	1			
Excavator *	2	1			
TLB **	2	1			
Total	15				
Total Points Allocated					

*Attached additional pages if more space is required.

BID NO:	NKO:35/ 2026	INITIALS	
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FORM L: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

The bank rating must be based on a value of R500 000.00

BANK RATING: C or Better = 10 points.

D = 6 points

E and below = 0 points

Proof from a registered financial institution must be attached in order to claim points.

DETAILS OF TENDERER'S BANKING INFORMATION

Notes to tenderer:

- In the event that the tenderer is a joint venture enterprise.

BANK NAME:													
ACCOUNT NAME: (e.g. ABC Civil Construction cc)													
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)													
ACCOUNT NO:													
ADDRESS OF BANK:													
CONTACT PERSON:													
TEL. NO. OF BANK / CONTACT:													
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr><tr><td></td><td></td></tr></table>	0-6 months		7-12 months		13-24 months		More than 24 months				(Tick which is appropriate)	
0-6 months													
7-12 months													
13-24 months													
More than 24 months													

BID NO:	NKO:35/ 2026	INITIALS	
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FORM M: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE –
NOT APPLICABLE – TO BE IMPLEMENTED AFTER CONTRACT AWARD

*The Tenderer must attach hereto an **Original Letter of Intent** from the financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

A Pro forma follows herewith for the tenderer to use.

**PRO-FORMA FOR A PERFORMANCE
GUARANTEE PERFORMANCE
GUARANTEE**

Employer

(Name and Address)

Contract No

Contract

Title

WHEREAS

(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the Contractor")

on the _____ day of _____ 20__ for the construction of (Contract Title)

at _____

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 WE _____

(hereinafter referred to as the Guarantor) 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 Debtor to the Employer under renunciation of the benefits of division and exclusion 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 extension 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 or 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.

BID NO:	NKO:35/ 2026	INITIALS	
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- 2) This guarantee shall be limited to 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.
However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

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 Completion.

- 4) 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 of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of:

(in words)

R_____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

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

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHERE OF this guarantee has been executed by us at _____

on the _____ day of _____ 20____

As witness:

1. _____

Signature _____

2. _____

Signature _____

Duly authorized to sign on behalf of
(Guarantor)

Address _____

BID NO:	NKO:35/ 2026	INITIALS	
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FORM N: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 25 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenderers require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. For all foreign nationals the Tenderer must attach SAQA accreditation and certified proof of work permit.

CONSTRUCTION PERSONNEL

i) **Contracts Manager (5 Points)**

The qualified Contracts Manager with B-Tech/BSc/BEng in Civil Engineering is required to have a minimum of NQF Level 7 or equivalent and a minimum of ten (10) years' experience in the construction and maintenance of roads and stormwater, minor road rehabilitation, and road re-gravelling projects, as indicated below:

EXPERIENCE	8	9	9	10	11+
POINTS	1	2	3	4	5

ii) **Site Agent (10 Points)**

The Site Agent is required to have a N.Dip in Civil Engineering; or equivalent to an NQF 6 qualification and a minimum of five (5) years' experience in the construction and maintenance of roads and stormwater, minor road rehabilitation, and road re-gravelling projects, as indicated below:

EXPERIENCE	2	3	4	5	6+
POINTS	2	4	6	8	10

i) **Site Foreman (5 Points)**

The Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in the construction and maintenance of roads and stormwater, minor road rehabilitation, and road re-gravelling projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

EXPERIENCE	2	3	4	5+
POINTS	2	3	4	5

ii) **Safety Officer (5 Points)**

The Safety officer on permanent/contract basis, with a valid certificate issued by SACPCMP and experience in the construction and maintenance of roads and stormwater, minor road rehabilitation, and road re-gravelling projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE	3	4	5+
POINTS	2	3	5

Experience	Points
Provide detailed and signed CVs, and certified qualifications with certified ID copies for all Key Personnel for each category stated above.	25

N.B Points to be allocated based on the relevant experience provided on the CVs provided. The appointed Contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result in termination of the contract.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	50		
Plant and Equipment:	15		
Financial References:	10		
Key Personnel:	25		
Sub- Total	100		
TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is **70 points**. Only those tenders that achieve the minimum threshold will proceed to the price and preference evaluation stage.

BID NO:	NKO:35/ 2026	INITIALS	
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SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

1	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
TOTAL	100

BID NO:	NKO:35/ 2026	INITIALS	
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THE CONTRACT

PART C1 AGREEMENT AND CONTRACT

DATA PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

BID NO:	NKO:35/ 2026	INITIALS	
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PART C1 AGREEMENT AND CONTRACT DATA

BID NO:	NKO:35/ 2026	INITIALS	
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- C1.1 FORM OF OFFER
- C1.2 FORM OF ACCEPTANCE
- C1.3 SCHEDULE OF DEVIATIONS
- C1.4 CONTRACT DATA

BID NO:	NKO:35/ 2026	INITIALS	
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C 1.1: FORM OF OFFER

LETTER OF TENDER (FORM OF OFFER)

T9

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

NKO:35/2026, 2APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
17/08/2026	28/09/2026	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS** conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R..... *) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

BID NO:	NKO:35/ 2026	INITIALS	
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7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE DAY OF IN THE YEAR OF

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

BID NO:	NKO:35/ 2026	INITIALS	
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C1.2: FORM of ACCEPTANCE

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 C 1: Agreements and contract data, (which includes this agreement)

Part C 2: Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

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

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

BID NO:	NKO:35/ 2026	INITIALS	
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C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized 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 returnable 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

Name: _____

Signature: _____

Date: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: 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, are 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.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data is applicable to this Contract:

Clause	Description						
1.1.1.13	The Defects Liability Period is 12 months						
1.1.1.15	The Name of the Employer is Nkomazi Local Municipality.						
1.1.1.16	The Name of the Employer's						
1.1.1.26	The pricing strategy: Re-Measurement Contract						
1.2.1.2	The Employer's address for receipt of communications is: <table><tr><td>Physical address: 09 PARK STREET MALELANE 1320</td><td>Postal address: Private Bag X101 MALELANE 1320</td></tr><tr><td>Telephone: 013 790 0886</td><td></td></tr><tr><td>E-mail: hendrick.ngomane@nkomazi.gov.za</td><td></td></tr></table>	Physical address: 09 PARK STREET MALELANE 1320	Postal address: Private Bag X101 MALELANE 1320	Telephone: 013 790 0886		E-mail: hendrick.ngomane@nkomazi.gov.za	
Physical address: 09 PARK STREET MALELANE 1320	Postal address: Private Bag X101 MALELANE 1320						
Telephone: 013 790 0886							
E-mail: hendrick.ngomane@nkomazi.gov.za							
2.4	Variations to the Conditions of Contract are: Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance,						

Clause	Description
	3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply.”
4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (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 authorized 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 and Employer's Agent 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 Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Construction Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 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 seven (7) days after acceptance of the bid, and shall be implemented and maintained from the Commencement of the Works.

Clause	Description
	(vii) The Employer, or his assigned agent, 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's Agent, 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." The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) The Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, including all his Sub contractors whether or not selected and/or approved by the Employer.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (refer to clause 4.3.1) • Initial Programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required, before commencement with Works execution is 14 calendar days .
5.4.2	The access and possession of site shall not be exclusive to the Contractor.

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are AS PER SAFCEC
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed roads can be opened to traffic for use.
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and Sub Contractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does include contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not 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 is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 1 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same or higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Thirty percent (30%) of the contract value shall be made non-compulsory for subcontracting to local people/companies (Nkomazi LM) irrespective of the <u>domicilium et exicutandi</u> of the Contractor. However Contractors will be allocated points for the proposal of social responsibility/social development plan within Nkomazi Local Municipality.

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Clause	Description						
1.1.1.9	The Contractor is						
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover).						
6.2.1	The security to be provided by the Contractor shall be one of the following <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate “ Yes” or “ No”</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate “ Yes” or “ No”	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate “ Yes” or “ No”						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

C1.5 FORM OF GUARANTEE

BID NO:	NKO:35/ 2026	INITIALS	
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PRO FORMA PERFORMANCE

GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

BID NO:	NKO:35/ 2026	INITIALS	
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- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

BID NO:	NKO:35/ 2026	INITIALS	
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Signed

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

BID NO:	NKO:35/ 2026	INITIALS	
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C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(ACT NO 85 OF 1993)

BID NO:	NKO:35/ 2026	INITIALS	
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AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between Nkomazi Local Municipality (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

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

.....
in his capacity as

WHEREAS the Employer is desirous that certain works be executed, viz The appointment of panel of contractors for the maintenance of roads and stormwater, minor rehabilitation, and re-gravelling within Nkomazi Local Municipality, on an as and when required basis: three (3) year term and has accepted a Tender by the Mandatory for the completion of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
 - 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
- >

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

BID NO:	NKO:35/ 2026	INITIALS	
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BID NO:	NKO:35/ 2026	INITIALS	
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PART C2 PRICING DATA

BID NO:	NKO:35/ 2026	INITIALS	
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C2.1 PRICING INSTRUCTIONS

BID NO:	NKO:35/ 2026	INITIALS	
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C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

¹ The standard system of measurement of civil Engineering quantities published by the South African Institution of Civil Engineers.

BID NO:	NKO:35/ 2026	INITIALS	
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- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

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

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount : The quantity of an item multiplied by the tender rate of the (same) item Sum : An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square meter
m ² -pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

BID NO:	NKO:35/ 2026	INITIALS	
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C2.2 SCHEDULE OF QUANTITIES

N.B: RATES MUST BE PROVIDED FOR THE PURPOSES OF THE BID EVALUATION AND THE ACTUAL QUANTITIES WILL BE CONFIRMED AS IN WHEN REQUIRED BASIS FOR PURCHASE ORDERS/APPOINTMENT LETTERS FOR SPECIFIC PROJECT (S).

BID NO:	NKO:35/ 2026	INITIALS	
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C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

BID NO:	NKO:35/ 2026	INITIALS	
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1. Services Pricing Schedule

NB: ALL COSTING ARE TO BE TAKEN AS INCLUSIVE PER THE TECHNICAL SPECIFICATION.

Number	Item Description	Unit	Quantity	Rate	Amount(R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations				Percentage
	(a) Fixed obligations	%	Maximum of 15%		Rate only
	(b) Value-related obligations	%			Rate only
	(c) Time-related obligations	%			Rate only
	(d) Health and safety obligation (including compliance with COVID-19 requirements, as per the specifications)	L/sum	1.0		
	(e) Monthly Safety Audit by the Client	PC sum	1.0	50,000.0	
	(f) Handling costs and profit in respect of subitem B13.01(e) above	%	50,000.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	1.0		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	1.0		
	(b) Cut and borrow to fill	m ³	1.0		
	(c) Cut to spoil	m ³	1.0		
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	1.0		
	(b) Portable STOP and GO-RY signs	No	1.0		
	(c) Temporary traffic-control signals as specified or as shown on the drawings	No	1.0		
	(d) Amber flicker lights	No	1.0		
	(e) Road signs, R- and TR-series, (size indicated)	No	1.0		

	(f) Road signs, TW-series, (size indicated)	No	1.0		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m²	1.0		
	(h) Delineators (DTG50J) (size indicated):				
	(i) Single	No	1.0		
	(ii) Mounted back-to-back	No	1.0		
	(i) Moveable barricade/road sign combination (size indicated)	No	1.0		
	(j) Traffic cones (size indicated)	L/sum	1.0		
	(k) Single guardrails attached to posts	m	1.0		
	(l) Movable barriers (type indicated)	m	1.0		
	(m) Two-way communication devices	No	1.0		
15.04	Relocation of traffic-control facilities	L/sum	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
M1500	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS				
M150.01	Preparation and sealing or resealing of old joints and cracks in existing concrete pavements				
(a)	Expansion joints	m	1.0		
(b)	Construction joints and weakened plane joints				
(i)	(specify width)	m	1.0		
(ii)	(Etc for other widths)	m	1.0		
(c)	Cracks				
(i)	(specify width)	m	1.0		
Total Carried Forward To Summary					

BID NO:	NKO:35/ 2026	INITIALS	
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Number	Item Description	Unit	Quantity	Rate	Amount(R)
1600	OVERHAUL				
B16.02	Overhaul on material hauled in excess of 1,5 km (ordinary overhaul)	m³-km	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
M1700	REPAIR OF SLOPE FAILURES AND WASHAWAYS				
M170.01	Reconstruction of slope failures and washaways - mass earthworks				
(a)	Excavation and removing excavated material to spoil or stockpile				
(i)	Soft material	m³	1.0		
(ii)	Intermediate material	m³	1.0		
(iii)	Hard and boulder class material	m³	1.0		
(b)	Drying excavated material suitable for re-use	m³	1.0		
(c)	Roadbed compaction to 90% of modified AASHTO density	m³	1.0		
(d)	Backfill at excavated area				
(i)	Fill embankments to 93% of modified AASHTO density	m³	1.0		
(ii)	Cut embankments to 90% of modified AASHTO density	m³	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
1700	CLEARING AND GRUBBING				
17.05	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750 mm	m³	1.0		
	(b) Pipes with an internal diameter exceeding 750 mm	m³	1.0		
	(c) Box culverts up to and including 1,5 m vertical dimension	m³	1.0		
	(d) Box culverts exceeding 1,5 m vertical dimension	m³	1.0		
B17.08	Dump site charges for spoil of all excavated material at a suitable dump site identified by the contractor.	m³	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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B17.09	Pruning of roadside branches to accommodate equipment and plant:				
	(a) Tree pruning & removal of cuttings as generated by team and truck	day	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
M9100	DAYWORKS SCHEDULE				
M910.01	Labour during normal working hours				
(a)	Unskilled	h	1.0		
(b)	Semi-skilled	h	1.0		
(c)	Skilled	h	1.0		
(d)	Ganger	h	1.0		
(e)	Flagmen	h	1.0		
M910.02	Labour outside normal working hours				
(a)	Outside normal working hours and Saturdays				
(i)	Unskilled	h	1.0		
(ii)	Semi-skilled	h	1.0		
(iii)	Skilled	h	1.0		
(iv)	Ganger	h	1.0		
(v)	Flagmen	h	1.0		
(b)	Sundays and public holidays				
(i)	Unskilled	h	1.0		
(ii)	Semi-skilled	h	1.0		
(iii)	Skilled	h	1.0		
(iv)	Ganger	h	1.0		
(v)	Flagmen	h	1.0		
M910.03	Transport and equipment				
(a)	Tipper Trucks				

BID NO:	NKO:35/ 2026	INITIALS	
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(i)	3 to 5 ton capacity	h	1.0		
(ii)	More than 5 ton capacity	h	1.0		
(b)	Loader (0,5 m3) bucket	h	1.0		
(c)	Grader (CAT 140 G or similar)	h	1.0		
(d)	Compactor (Bomag BW 90)	h	1.0		
(e)	Water truck (5 000 litre)	h	1.0		
(g)	Tractor-trailer combination (43 kW, 3 ton min.)	h	1.0		
(h)	Suitable truck/bus for transporting labourers	h	1.0		
(f)	Mechanical broom	h	1,0		
(f)	Tractor-trailer combination (43 kW, 3 ton min.)	h	1,0		
	Suitable truck/bus for transporting labourers				
(i)	Safety vehicle for pre-marking purposes	h	1,0		
(j)	Asphalt Paver (Self-propelled, high-capacity)	h	1,0		
(k)	Pneumatic Roller (8–10 ton)	h	1,0		
(i)	Steel-tired Static Roller (10–12 ton)	h	1,0		
(m)	Vibratory Roller (Smooth drum)	h	1,0		
(n)	Asphalt Milling Team/Machine	h	1,0		
(o)	Bitumen Distributor Truck (with operator)	h	1,0		
(p)	Excavator ((0.35 - 0.5 m³)	h	1,0		
(q)	Crane Truck (High-up) (15-20 Ton)	h	1,0		
(r)	Lowbed Truck (30–40 Ton)	h	1,0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
2100	DRAINS				
21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				

BID NO:	NKO:35/ 2026	INITIALS	
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	(i) 0 m up to 1,5 m	m ³	1.0		
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³	1.0		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	1.0		
21.15	Overhaul for material hauled in excess of 1,5 km free-haul (normal overhaul)	m ³ -km	1.0		
21.16	Backfilling existing eroded side drains	m ³	1.0		
Total Carried Forward					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
M2100	REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES				
M210.01	Excavation	m ³	1.0		
M210.02	Backfilling				
(a)	Using the excavated material	m ³	1.0		
(b)	Using stabilised excavated material	m ³	1.0		
M210.03	Reconstruction of inlet and outlet structures				
(a)	Concrete (specify class)	m ³	1.0		
(b)	Brickwork	m ³	1.0		
(c)	Plastering	m ²	1.0		
M210.05	Demolition of existing structures				
(a)	Plain concrete	m ³	1.0		
(b)	Reinforced concrete	m ³	1.0		
(c)	Brickwork	m ³	1.0		
M210.06	Repairing of existing structures				
(a)	Concrete	m ³	1.0		
(b)	Bricks	m ³	1.0		
(ii)	Commercial sources	m ³	1.0		
(d)	Plastering	m ²	1.0		
M210.07	Steel reinforcement				

BID NO:	NKO:35/ 2026	INITIALS	
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(a)	Mild steel bars	t	1.0		
(b)	High tensile steel bars	t	1.0		
(c)	Welded steel mesh	kg	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
2200	PREFABRICATED CULVERTS				
22.01	Excavation				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1.5 m	m ³	1.0		
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³	1.0		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	1.0		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	1.0		
	(b) Using imported selected material	m ³	1.0		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling				
	(i) with 3% Cement	m ³	1.0		
22.03	Concrete pipe culverts:				
	(a) On class A bedding:450mm dia	m	1.0		
	(b) On class B bedding:450mm diameter	m	1.0		
	(c) On class A bedding:750mm dia	m	1.0		
	(d) On class B bedding:750mm dia	m	1.0		
	(e) On class A bedding:900mm dia	m	1.0		
	(f) On class B bedding: 900mm dia	m	1.0		
	(g) On class A bedding:900mm dia	m	1.0		
	(h) On class B bedding: 900mm dia	m	1.0		
	(i) On class B bedding: 1200mm dia	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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22.05	Portal and rectangular culverts:				
	(a) Complete with prefabricated floor slabs				
	(i) 1200 mm x 1200 mm	m	1.0		
	(ii) 1500 mm x 1200 mm	m	1.0		
	(ii) 1500 mm x 1500 mm	m	1.0		
	(i) 1800 mm x 1200 mm	m	1.0		
	(ii) 1800 mm x 1500 mm	m	1.0		
	(i) 1800 mm x 1800 mm	m	1.0		
	(ii) 1800 mm x 1800 mm	m	1.0		
	(i) 2100 mm x 1500 mm	m	1.0		
	(i) 2100 mm x 1500 mm	m	1.0		
	(ii) 2100 mm x 1800 mm	m	1.0		
	(i) 2400 mm x 1200 mm	m	1.0		
	(b) Without prefabricated slabs:				
	(i) 3000 x 3000 100s	m	1.0		
Total Carried Forward					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
Brought Forward					
22.07	Cast in situ concrete and formwork				
	(a) In class A bedding, screeds and the encasing for pipes, including formwork				
	(1) Class 15/38	m ³	1.0		
	(2) Class 30/19	m ³	1.0		
	(3) Class 30/38	m ³	1.0		
	(b) In floor slabs for portal or rectangular culverts, including formwork and class U2 surface finish				
	(1) Class 30/19	m ³	1.0		
	(2) Class 30/38	m ³	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	(1) Class 30/19	m ³	1.0		
	(2) Class 30/38	m ³	1.0		
	(d) Formwork of concrete under subitem 22.07(c) above				
	(1) Vertical formwork for F1 surface finish	m ²	1.0		
	(2) Vertical formwork for F2 surface finish	m ²	1.0		
	(3) Horizontal formwork for F2 surface finish	m ²	1.0		
22.08	Concrete backfill for culverts				
	(a) Class 20/19	m ³	1.0		
	(b) Class 20/38	m ³	1.0		
22.10	Steel reinforcement				
	(a) Mild steel bars	t	1.0		
	(b) High-tensile steel bars	t	1.0		
	(c) Welded steel fabric	kg	1.0		
Total Carried Forward					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
Brought Forward					
22.12	Removing existing concrete				
	(a) Plain concrete	m ³	1.0		
	(b) Reinforced concrete	m ³	1.0		
22.13	Remove and re-laying existing pipes				
	(a) Class A bedding				
	(2) 450mm dia. 50D	m	1.0		
	(3) 600mm dia. 50D	m	1.0		
	(4) 750mm dia. 50D	m	1.0		
	(5) 900mm dia. 50D	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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22.14	Removing and stacking existing prefabricated culverts (type and size indicated)	m	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing				
	(a) Prefabricated mountable kerb, SABS 927 as shown on the drawings				
	(i) Figure 3 - Barrier kerbs	m	1.0		
	(ii) Figure 7 - Semi-mountable kerbs	m	1.0		
	(iii) Figure 8c - Mountable kerbs	m	1.0		
	(iv) Figure 12 - Edge restraints	m	1.0		
	(c) In-situ cast Mountable Kerbing (25 Mpa) Fig 8c	m	1.0		
23.02	Concrete kerbing-channelling combination				
	(a) Prefabricated battered kerb, SABS 927 fig 3, with 300 mm wide cast in situ class 25/19 concrete channel, as shown on the drawings.	m	1.0		
	(b) Prefabricated battered kerb, SABS 927 fig 7, with 300 mm wide cast in situ class 25/19 concrete channel, as shown on the drawings.	m	1.0		
23.07	Trimming of excavations for concrete-lined open drains				
	(a) In soft material	m ²	1.0		
	(b) In hard material	m ²	1.0		
23.08	Concrete lining for open drains				
	(a) Cast in situ concrete-25MPa/19mm for standard side drains	m ³	1.0		
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)				
	(a) To sides with formwork on the internal face only	m ²	1.0		
	(b) To sides with formwork on both internal and external faces (each face measured)	m ²	1.0		
	(c) To ends of slabs	m ²	1.0		
23.10	Sealed joints in concrete linings of open drains	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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23.12	Steel reinforcement				
	(a) Mild Steel Bars	t	1.0		
	(b) High tensile steel bar	t	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS				
M250.01	Cleaning of concrete drainage channels	month	1.00		
BM250.02	Additional cleaning of concrete drainage channels 1km long				
(a)	Hand cleaning	No	1.00		
(b)	Machine cleaning	No	1.00		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
M2600	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS				
M260.01	Cleaning earth drains and channels	m ³	1.0		
M260.02	Repairing of earth drains and channels	m ³	1.0		
M260.03	Banks and dykes	m ³	1.0		
M260.04	Overhaul on material hauled in excess of 1,0 km	m ³ -km	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including all-haul				
	(c) Rock fill	m ³	1.0		
	(e) Pioneer layer	m ³	1.0		
33.04	Cut to spoil, including all-haul . Material obtained from:		1.0		
	(a) Soft excavation	m ³	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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	(b) Intermediate excavation	m ³	1.0		
	(c) Hard excavation	m ³	1.0		
33.10	Roadbed preparation and the compaction of material		1.0		
	(a) Compaction to 90% of modified AASHTO density	m ³	1.0		
	(b) Compaction to 93% of modified AASHTO density	m ³	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	Pavement layers constructed from gravel taken from commercial sources or from contractor's own sources				
	GRAVEL ROADS				
	(h) Gravel wearing course compacted to:				
	(2) 95% of modified AASHTO density for compacted layer thickness 75mm	m ³	1.0		
	(3) 95% of modified AASHTO density for compacted layer thickness 100mm	m ³	1.0		
	(4) 95% of modified AASHTO density for compacted layer thickness 150mm	m ³	1.0		
34.07	Extra over item 34.04 for temporarily blading the material to windrow	m ³	1.0		
34/32.06	Stockpiling of material	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
3500	STABILIZATION				
35.01	Chemical stabilization extra over unstabilized compacted layers				
	(c) Gravel subbase 150 mm thick	m ²	1.0		
35.02	Chemical stabilizing agent:				
	(a) Cement (CEM II A-L 42.5)	t	1.0		
	(c) Road lime, calcium / magnesium / magnesium / dolomitic type	t	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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35.08	Bituminous stabilizing agent:				
	(a) Anionic stable grade bituminous emulsion (60% net bitumen)	litre	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
3600	CRUSHED STONE BASE				
36.01	Crushed stone base:				
	(a) Constructed from type G1 material obtained from commercial sources and compacted to 88% of apparent relative density (150mm layer)	m ³	1.0		
	(b) Constructed from type G1 material obtained from approved borrow pits, crushed by the contractor, and compacted to 88% of apparent relative density (150mm layer)	m ³	1.0		
	(c) Constructed from type G2 material obtained from commercial sources and compacted to 85% of bulk relative density (150mm layer)	m ³	1.0		
	(d) Constructed from type G2 material obtained from approved borrow pits, crushed by the contractor, and compacted to 85% of bulk relative density (150mm layer)	m ³	1.0		
	(e) Reworking of the existing G1 material and compacted to 88% of apparent relative density (150mm layer)	m ³	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
3800	BREAKING UP EXISTING PAVEMENT LAYERS				
38.01	Excavating and removing existing bituminous material (except milled material):				
	(a) Material intended for recycling with the average depth of excavation:				
	(i) Not exceeding 30 mm	m ²	1.0		
	(ii) Exceeding 30 mm but not exceeding 60 mm	m ²	1.0		
	(iii) Exceeding 60 mm	m ²	1.0		
B38.02	Milling out existing bituminous material with an average milling depth:				
	(a) Not exceeding 30 mm	m ³	1.0		
	(b) Exceeding 30 mm but not exceeding 60 mm	m ³	1.0		
	(c) Exceeding 60 mm	m ³	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

B38.03	Milling out cemented / non-cemented material with an average milling depth :				
	(a) Not exceeding 30 mm	m ³	1.0		
	(b) Exceeding 30 mm but not exceeding 60 mm	m ³	1.0		
	(c) Exceeding 60 mm	m ³	1.0		
B38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill:				
	(a) All types of material	m ³	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
3900	PATCHING AND REPAIRING EDGE BREAKS				
39.01	Sawing asphalt or cemented pavement layers for patching:				
	(a) Sawing asphalt to an average depth:				
	(i) Not exceeding 50 mm	m ²	1.0		
	(ii) Exceeding 50 mm but not exceeding 100 mm	m ²	1.0		
	(iii) Exceeding 100 mm	m ²	1.0		
B39.02	Excavation in existing pavements for patching in :				
	(a) Asphalt layers	m ³	1.0		
	(b) Cemented layers	m ³	1.0		
	(c) All other layers	m ²	1.0		
39.03	Backfilling of excavations for patching				
	(a) Chemically stabilized pavement material 2% bitumen emulsion (60%) and 1% cement (CEM II A-L 42.5) for a patch with a surface area:				
	(i) Not exceeding 5 m ²	m ³	1.0		
	(ii) Exceeding 5 m ² but not exceeding 100 m ²	m ³	1.0		
	(iii) Exceeding 100 m ²	m ³	1.0		
39.04	Compacting the floor of excavations for patching	m ²	1.0		
39.05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	1.0		
Total Carried Forward To Summary					

BID NO:	NKO:35/ 2026	INITIALS	
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Number	Item Description	Unit	Quantity	Rate	Amount R
4100	PRIME COAT				
41.01	Prime coat:				
	(a) RTH 3/12p or RTL 3/12p tar prime	litre	1.0		
	(b) Quick drying RTH 1/4P tar prime	litre	1.0		
	(c) MC-30 cut-back bitumen	litre	1.0		
	(d) MC-70 cut-back bitumen	litre	1.0		
	(e) Invert bituminous emulsion	litre	1.0		
41.02	Aggregate for blinding	m ²	1.0		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
4200	ASPHALT BASE AND SURFACING				
42.03	Rolled in chippings in surfacing				
	(a) 9.5 mm nominal size	t	1.0		
	(b) 13.2 mm nominal size	t	1.0		
42.04	Tack coat of 30% stable-grade emulsion	litre	1.0		
42.08	100 mm cores in asphalt paving	No	1.0		
42.10	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of subsubclause 4213(f)(i):				
	(b) Surfacing or overlay constructed with new asphalt, medium grade, 50I70 pen				
	(i) Continuously graded - 25mm thick	t	1.0		
	(ii) Continuously graded - 30mm thick	t	1.0		
	(iii) Continuously graded - 40mm thick	t	1.0		
B42.11	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of subsubclauses 4213(f)(ii) or 4213(f)(iii):				
	(a) Base constructed with new asphalt continuously graded (26.5 mm aggregatesize) using 50/70 penetration grade	t	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(b) Surfacing or overlay constructed with new continuously graded asphalt, medium grade, 50/70 pen bitumen	t	1.0		
42.20	Backfilling of excavations for patching with:				
	(a) Asphalt base	t	1.0		
	(b) Asphalt surfacing	t	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
4400	SINGLE SEALS				
44.01	Single seal surface				
	(c) Using 9,5 mm grade 1/2/3 aggregate				
	(i) With bitumen rubber (nominal application rate)	m ²	1.0		
	(ii) With 80/100 penetration grade bitumen (nominal application rate)	m ²	1.0		
	(iii) With RMB binder 3% synthetic rubber (nominal application rate)	m ²	1.0		
	(d) Using 13,2 mm grade 1/2/3 aggregate		0.0		
	(i) With bitumen rubber (nominal application rate)	m ²	1.0		
	(ii) With 80/100 penetration grade bitumen (nominal application rate)	m ²	1.0		
	(iii) With RMB binder 3% synthetic rubber (nominal application rate 2.0l / m2)	m ²	1.0		
44.02	Bituminous binder variations				
	(a) Road grade B4 bitumen	litre	1.0		
	(b) Road grade B8 bitumen	litre	1.0		
	(f) MC-3000 cut-back bitumen	litre	1.0		
	(g) Bitumen-rubber based B4 with 20-24% rubber	litre	1.0		
	(h) RMB Binder	litre	1.0		
	(j) Precoating fluid		0.0		
	(i) Petrosote	litre	1.0		
44.03	Aggregate variations (state grade):				
	(c) 9,5 mm grade 1/2/3 aggregate	m ³	1.0		
	(d) 13,2 mm grade 1/2/3 aggregate	m ³	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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44.05	Precoating the aggregate at a rate of 12 litre/m ³ or as specified, using Petrosote or approved equivalent				
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
4500	DOUBLE SEALS				
45.01	Double seal using :				
	(a) 19,0 mm and 9,5 mm grade 1/2/3 aggregate with 80/100 penetration-grade	m ²	1.0		
	(c) 13,2 mm and 6,7 mm grade 1/2/3 aggregate with 80/100 penetration-grade	m ²	1.0		
45.02	Bituminous binder variations:				
	(a) 150/200 penetration-grade bitumen	litre	1.0		
	(b) 80/100 penetration-grade bitumen	litre	1.0		
45.04	Application of fog spray consisting of:				
	(b) 30% spray-grade emulsion anionic/cationic	litre	1.0		
45.05	Precoating the aggregate at a rate of 12 litre/m ³ (or as specified) using Petrosote or approved equivalent	m ³	1.0		
45.07	Extra over item 45.01 for work in areas inaccessible to mechanical equipment	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS				
48.01	Treatment with diluted bituminous emulsion :				
	(a) 30% bitumen emulsion	litre	1.0		
	(d) 60% bitumen emulsion	litre	1.0		
48.03	Slurry seal:				
	(a) Tack coat using 30% bitumen emulsion	litre	1.0		
	(b) Slurry applied by hand	m ³	1.0		
	(c) Slurry applied by spreader box	m ³	1.0		
48.05	Repairing edge breaks in surfacing:				

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(a) Tack coat using 30% bitumen emulsion	litre	1.0		
	(b) Reconstructing edges using medium continuously-graded asphalt	t	1.0		
48.06	Cleaning the cracks with compressed air (Hot Lance Method)	m	1.0		
48.07	Applying bituminous binders and herbicides for sealing cracks:				
	(a) Herbicide	litre	1.0		
	(b) MSP/1 or similar primer	litre	1.0		
	(c) Anionic stable-grade emulsion mixed with synthetic modifies	litre	1.0		
	(d) Hot bitumen rubber	litre	1.0		
48.08	Cold rubber-slurry mix for sealing cracks	m ³	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
M5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
	Stone pitching				
	(a) Plain pitching				
	(i) Method 1	m ²	1.0		
	(b) Grouted pitching	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
M5200	GABIONS				
M52.01	Foundation trench excavation and backfilling				
	(a) In solid rock (material which requires blasting)	m ²	1.0		
	(b) In all other classes of material	m ²	1.0		
M52.02	Surface preparation for bedding the gabions	m ²	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
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M52.03	Gabions				
	(a) Gabion baskets (2m x 1m x 1m with 80 x 100mm mesh)				
	(b) Gabion mattresses (2m x 2m x 0.3m with 80mm x 100mm mesh)				
M52.04	Extra over Item M520.03 for supplying gabions with PVC-coated wire	No	1.0		
M52.05	Filter fabric (U24 or similar)	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
5400	GUARDRAILS				
54.01	Guardrails on timber posts:				
	(a) Galvanised	m	1.0		
	(b) Painted	m	1.0		
54.02	Guardrails on steel posts:				
	(a) Galvanised	m	1.0		
	(b) Painted	m	1.0		
54.03	Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius less than 45m	m	1.0		
54.04	End treatments:				
	(a) End wings	No	1.0		
	(b) Bull noses	No	1.0		
	(c) Bridge adaptors	No	1.0		
54.05	Additional guardrail posts:				
	(a) Timber	No	1.0		
	(b) Steel	No	1.0		
54.06	Reflective plates	No	1.0		
54.07	Removing existing guardrails	m	1.0		
54.08	Renovating guardrail material:		1.0		
	(a) Guardrails and end treatments	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(b) Posts	No	1.0		
54.09	Re-erection of guardrails with recovered and/or new material:				
	(a) Single guardrail	m	1.0		
	(b) Double guardrail	m	1.0		
54.10	Re-erection of end treatments with recovered material:				
	(a) End wings	No	1.0		
	(b) Bull noses	No	1.0		
	(c) Bridge adaptors	No	1.0		
	(d) End treatments with single guardrails	No	1.0		
	(e) End treatments with double guardrails	No	1.0		
	(f) Terminal sections complete with anchor block	No	1.0		
54.11	New material required for the re-erection of guardrails with recovered materials:				
	(a) Guardrails	m	1.0		
	(b) Timber posts	No	1.0		
	(c) Steel posts	No	1.0		
	(d) Reflective plates	No	1.0		
	(e) Spacer blocks	No	1.0		
	(f) Splice bolt complete with nut and washer	No	1.0		
	(g) Post bolt complete with nut and washer	No	1.0		
	(h) Reinforcing plates	No	1.0		
54.12	Extra over items 54.01 and 54.02 for drilling and blasting holes for guardrail posts :				
	(a) Drilling of holes	No	1.0		
	(b) Blasting of holes	No	1.0		
54.13	Steel base plats for timber guardrail posts on structures	No	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
5500	FENCING				

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

55.01	Clearing the fence line, 2m wide strip	km	1.0		
55.02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:				
	(a) Zinc-coated barbed wire (SABS 675)				
	(1) High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire				
	(i) Galvanised, Class A	km	1.0		
	(ii) Galvanised, Class C	km	1.0		
	(g) Standards				
	(1) 1,86m x 2,5 kg/m mild steel y section	No	1.0		
	(h) Droppers				
	(1) 1,4m x 0,56 kg/m mild steel ridge back section	No	1.0		
	(b) Inclined:				
	(1) Steel stays and anchors (2130 x 60 x 3mm mild steel tubing)	No	1.0		
	(2) Timber stays and anchors (2000 x 100 diameter)	No	1.0		
55.07	Ringbolts for anchoring fencing to structures	No	1.0		
55.08	Drilling and blasting of holes for posts and anchors	No	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
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:				
	(a) Aluminum sheet (2,0 mm thick)	t	1.0		
	(i) Area not exceeding 2 m²	m²	1.0		
	(ii) Area exceeding 2 m² but not 10 m²	m²	1.0		
	(iii) Area exceeding 10 m²	m²	1.0		
	(b) Aluminum sections				

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(i) Alcan die number 18159 or similar - all sizes	m ²	1.0		
	(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	1.0		
	(ii) Area exceeding 2 m ² but not 10 m ²	m ²	1.0		
	(iii) Area exceeding 10 m ²	m ²	1.0		
	(d) Prepainted galvanized steel profiles (200 mm high chromadek or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	1.0		
	(ii) Area exceeding 2 m ² but not 10 m ²	m ²	1.0		
	(iii) Area exceeding 10 m ²	m ²	1.0		
	(e) Other material (details indicated)				
	(i) Octagonal				
	(i) Area not exceeding 2 m ²	No	1.0		
	(ii) Area exceeding 2 m ² but not 10 m ²	No	1.0		
	(iii) Area exceeding 10 m ²	No	1.0		
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material of:				
	(i) Class 1	m ²	1.0		
	(ii) Class 11	m ²	1.0		
Total Carried Forward					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
Brought Forward					
	(iii) Class 111	m ²	1.0		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(i) Class 1	m ²	1.0		
	(ii) Class 11	m ²	1.0		
56.03	Road sign supports (overhead road sign structures excluded):				
	a) Steel tubing (diameter and wall thickness indicated)	t	1.0		
	b) Timber (diameter and type indicated)	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

56.04	Kilometre posts				
	(a) Concrete	No	1.0		
	(b) Timber and plates	No	1.0		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m³	1.0		
56.06	Extra over item 56.05 for cement-treated soil backfill	m³	1.0		
56.07	Extra over item 56.05 for rock excavation	m³	1.0		
56.08	Dismantling, storing and re-erecting road signs with a surface area of:				
	(a) Up to 2 m²	No	1.0		
	(b) Exceeding 2 m² but not 10 m²	No	1.0		
	(c) Exceeding 10 m²	No	1.0		
56.09	Dismantling and storing road signs with a surface area of:				
	(a) Up to 2 m²	No	1.0		
	(b) Exceeding 2 m² but not 10 m²	No	1.0		
	(c) Exceeding 10 m²	No	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount (R)
5700	ROAD MARKINGS				
57.02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	1.0		
	(ii) 150 mm wide	km	1.0		
	(iii) 200 mm wide	km	1.0		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	1.0		
	(ii) 150 mm wide	km	1.0		
	(iii) 200 mm wide	km	1.0		
	(c) Red lines (broken or unbroken)		0.0		
	(i) 100 mm wide	km	1.0		
	(d) White lettering and symbols	m²	1.0		
	(e) Yellow lettering and symbols	m²	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	1.0		
57.03	Hot-melt plastic road-marking material (particulars stated):				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	1.0		
	(ii) 150 mm wide	km	1.0		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	1.0		
	(ii) 150 mm wide	km	1.0		
	(d) White lettering and symbols	m ²	1.0		
	(e) Yellow lettering and symbols	m ²	1.0		
57.04	Variations in rate of application:				
	(a) White paint	litre	1.0		
	(b) Yellow paint	litre	1.0		
	(c) Red paint	litre	1.0		
	(d) Retro-reflective beads	kg	1.0		
	(e) Plastic road-marking paints	litre	1.0		
Total Carried Forward					

Number	Item Description	Unit	Quantity	Rate	Amount R
Brought Forward					
B57.05	Road studs				
	(a) PFG Armourlight, Stimsonite, Lynkor or approved equivalent:				
	(i) Bi-directional, white/red	No	1.0		
	(ii) Bi-directional, amber/red	No	1.0		
	(iii) Bi-directional, white/white	No	1.0		
	(iv) Bi-directional, amber/amber	No	1.0		
	(v) Bi-directional, red/red	No	1.0		
	(vi) Uni-directional, any colour	No	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

57.06	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	1.0		

Number	Item Description	Unit	Quantity	Rate	Amount R
M4700	MAINTENANCE OF LAY-BYES AND REST AREAS				
M470.01	Maintenance of lay-byes and rest areas				
(a)	Maintenance of lay-byes and rest areas	No	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
BM6100	GRASS CUTTING: SHOULDER AND GENERAL MOWING				
BM610.01	Shoulder mowing and removal of grass cuttings				
(a)	Reserve with single carriageway (up to 3.0 m from edge of road)				
	(i) Using labour based methods only	m ²	1.0		
	(ii) Using any accepted method	ha	1.0		
BM610.02	General mowing and removal of grass cuttings (in road reserve)				
(a)	Reserve with single carriageway				
	(i) Using labour based methods only	m ²	1.0		
	(ii) Using any accepted method	ha	1.0		
(b)	Intersections mowing as shown on the drawings or as directed by the engineer				
	(i) Using labour based methods only	m ²	1.0		
	(ii) Using any accepted method	ha	1.0		
BM611.02	Cutting of designated areas				
(a)	Road signs and reference marker boards				
	(i) Using labour based methods only	m ²	1.0		
	(ii) Using any accepted method	ha	1.0		
Total Carried Forward To Summary					

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

Number	Item Description	Unit	Quantity	Rate	Amount R
M6300	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION				
BM630.01	Eradication of undesirable vegetation				
(a)	Initial eradication				
(i)	Undesirable vegetation and trees with a girth of 0 to 150 mm	No	1.00		
(ii)	Trees with a girth of 151 to 500 mm	No	1.00		
M630.02	Tree felling on instruction of the Engineer				
(a)	Girth 151 mm to 500 mm	No	1.00		
M630.03	Burning of fire breaks per operation				
(a)	5 m wide fire breaks in median	No	1.00		
(b)	5 m wide fire breaks from edge of road surface to road reserve fence	No	1.00		
M630.04	Additional eradication of undesirable vegetation on instruction of the Engineer	ha	1.00		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
7300	CONCRETE BLOCK PAVING FOR ROADS				
73.01	Concrete block paving (interlocking blocks) complete with a 20mm river sand base and weed killing chemical sprayed on the total area before paving.				
	(a) 60mm	m ²	1.0		
	(b) 80mm	m ²	1.0		
Total Carried Forward To Summary					

BID NO:	NKO:35/ 2026	INITIALS	
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Number	Item Description	Unit	Quantity	Rate	Amount(R)
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the engineer	Prov sum	1.0	70 000.00	70 000.00
81.02	Providing testing equipment				
	a) Rolling straight-edge	No	1.0		
	b) Core drill	No	1.0		

Number	Item Description	Unit	Quantity	Rate	Amount R
11000	MISCELLANEOUS ACTION				
B1110.01	Raising of manholes	No	1.0		
	Supply and install cast iron manhole covers with a lift of 30mm. The rate shall include full compensation for supplying and installing the collar				
	The collar shall be fixed to the existing manhole with a rapid setting steel to steel epoxy.				
B1110.02	Traffic calming devices:	No	1.0		
	Asphalt speed humps complete as detailed, to suit road width.	No	1.0		
	(a) Type A	m	1.0		
	(b) Type B	m	1.0		
	(c) Type C	m	1.0		
	(d) Type D	m	1.0		
	(e) Extra over items (a), (b), (c) above for road markings complete as detailed.	No	1.0		
	(f) Extra over items (d) above for road markings complete as detailed	No	1.0		
	(g) Extra -over item (a),(b),(c) above for the complete supply and erection of road signs as detailed.	No	1.0		
	(h) Extra -over item (d), above for the complete supply and erection of road signs as detail	No	1.0		
B1110.03	Repair and maintenance of bridge railings (concrete and steel)	m	1.0		
B1110.04	Repair and maintenance of railway sidings	No	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

B1110.05	Repair and maintenance of bus shelters (concrete and steel)	No	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.1	ACCESS FOR BRIDGE REHABILITATION				
C14.1.1	Temporary access structures and work platforms (by element):				
	Access and platforms to locations as described as well as dismantling and removal at completion (heights assessed by Contractor):				
	(a) Access to all structural steel elements to be refurbished	lump sum	1.0		
	(b) Access scaffolding for piers and abutments	lump sum	1.0		
	(c) Diverting of river to gain access to Piers	lump sum	1.0		
C14.1.3	Access at end of defects liability period (description of location)	lump sum	1.0		
C14.1.5	Provision of designs and drawings of access structures and platforms by an ECSA Registered Professional Engineer or Technologist (For all members applicable under item BC14.1.1.1)	lump sum	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.3	DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND STEELWORK				
C14.3.1	Demolition of concrete members or elements:				
	Partial member or element (Spalled and damaged surfaces on Abutments and Piers)	m ³	1.0		
C14.3.2	Demolition of concrete members or elements by labour enhanced construction:				
	Partial member or element (Abutment and Piers)	m ³	1.0		
C14.3.3	Demolition of structural steel structures, members or elements:				
	Partial member or element	t	1.0		
C14.3.4	Demolition of structural steel structures, members or elements by labour optimised construction:				
	Partial member or element	t	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

C14.3.5	Removal of metal sections embedded in concrete	No	1.0		
C14.3.6	Establishment on site for hydro-demolition equipment	lump sum	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.4	SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS				
BC14.4.2	Epoxy mortar				
	(a) Sikatop Armatec - 110 EpoCem or similar approved applied as per manufacturers specifications	m ²	1.0		
	(b) Apply Sika Monotop-412 NFG or similar approved on chased concrete surfaces as per manufacturers specifications.	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.7	PROTECTIVE COATINGS AND TREATMENTS FOR CONCRETE				
C14.7.1	Cleaning and preparation of concrete surface	m ²	1.0		
C14.7.2	Application of protective coatings and treatments (type and application rate indicated)	m ²	1.0		
C14.7.2.1	Apply Sikagard 550W Elastic Primer (2 Coats) on all finished concrete surfaces.				
C14.7.2.2	Apply Sikagard 550W Elastic (2 Coats) on all finished concrete surfaces.				
C14.7.3	On site monitoring and supply of written product performance guarantee	lump sum	1.0		
C14.7.4	Trial sample panels	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.9	REPAIR AND REPLACEMENT OF ANCILLARY STRUCTURAL ELEMENTS				
C14.9.1	Removal of debris from expansion gaps (description)	m	1.0		
C14.9.3	Service and repair of existing joint system:				
	Service and repair of bridge joints (7 x Thormajoint (300mm x 50mm))	m	1.0		

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

BC14.9.6	Repair of handrails (50mm dia. x 4.0mm Circular Hollow Section Steel railings including fastening brackets)	m	1.0		
C14.9.14	Bridge number plates:				
	New number plate	No	1.0		
C14.9.18	Removal and disposal of existing steel railings and damaged brackets	m	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount R
C14.11	REPAIR OF STEEL ELEMENTS				
BC14.11.1	Refurbishment of Structural Steelwork				
	(a) Sprayed-on metal:				
	(1) Apply 2 layers Sikagard-63N corrosion protection or similar	m ²	1.0		
	(2) Sand blast or Wet grid blasting for preparation of steel for corrosion protection	m ²	1.0		
Total Carried Forward To Summary					

Number	Item Description	Unit	Quantity	Rate	Amount(R)
	PRICING OF UNSCHEDULED ITEMS				
1 PC	A bill of quantity for all unscheduled items of work under civil works, will be developed and priced using current market rates in accordance with applicable contract. Three quotation system will be used to build up the rates.	Item	Item	Not Priced	Not Priced

Number	Item Description	Unit	Quantity	Rate	Amount(R)
	ALTERNATIVE QUOTATIONS				
1AQ	The Municipality may separately procure additional or similar works, goods or services, including BOQ-listed items, through any lawful SCM process, subject to budget, authorisation and applicable legislation. Such inclusion shall not confer exclusivity or entitlement on the successful Tenderer.	Item	Item	Not Priced	Not Priced

BID NO:	NKO:35/ 2026	INITIALS	
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SUMMARY OF SECTIONS

Section	Description	Amount(R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
M1500	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS	
1600	OVERHAUL	
M1700	REPAIR OF SLOPE FAILURES AND WASHAWAYS	
1700	CLEARING AND GRUBBING	
M9100	DAYWORKS SCHEDULE	
2100	DRAINS	
M2100	REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS	
M2600	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
3900	PATCHING AND REPAIRING EDGE BREAKS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
4400	SINGLE SEALS	
4500	DOUBLE SEALS	
4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS	
M5100	PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION	
M5200	GABIONS	
5400	GUARDRAILS	
5500	FENCING	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
M4700	MAINTENANCE OF LAY-BYES AND REST AREAS	
BM6100	GRASS CUTTING: SHOULDER AND GENERAL MOWING	
M6300	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION	
7300	CONCRETE BLOCK PAVING FOR ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
11000	MISCELLANEOUS ACTION	
C14.1	ACCESS FOR BRIDGE REHABILITATION	
C14.3	DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND STEELWORK	
C14.4	SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS	
C14.7	PROTECTIVE COATINGS AND TREATMENTS FOR CONCRETE	
C14.9	REPAIR AND REPLACEMENT OF ANCILLARY STRUCTURAL ELEMENTS	

BID NO:	NKO:35/ 2026	INITIALS	
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C14.11	REPAIR OF STEEL ELEMENTS	
1PC	PRICING OF UNSCHEDULED ITEMS	NOT PRICED
1AQ	ALTERNATIVE QUOTATIONS	NOT PRICED
A	SUBTOTAL	
	Add 15% for B13.01 (a) to (c).	
B	SUBTOTAL	
	Year 1 CONTRACT PRICE ADJUSTMENT (CPA) (7%)	
C	SUBTOTAL	
	Year 2 CONTRACT PRICE ADJUSTMENT (CPA) (7%)	
D	SUBTOTAL	
	Year 3 CONTRACT PRICE ADJUSTMENT (CPA) (7%)	
E	SUBTOTAL	
	Add 15% VAT	
Total Carried Forward To Form of Offer		

BID NO:	NKO:35/ 2026	INITIALS	
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The following is a schedule that takes note of the prices that the Tenderer is offering:

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this contract document upon which my/ our tender for Tender No NKO:35/2026 APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE GENERAL MAINTENANCE OF GRAVEL ROADS, RE-GRAVELLING, STORMWATER AND REHABILITATION OF ROADS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS.: Nkomazi Local Municipality has been based.

SIGNED ON BEHALF OF THE TENDERER:

BID NO:	NKO:35/ 2026	INITIALS	
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PART C3 SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

- C3.1.1 Nkomazi Local Municipality objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of the Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 Nkomazi Local Municipality Design
- C3.2.3 Contractor's Design
- C3.2.4 Drawings
- C3.2.5 Design procedure

C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
- C3.3.2 Subcontracting

C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing services
- C3.4.6 Variations and additions to COLTO Standardized specifications.

C3.5 MANAGEMENT OF THE WORKS

- C3.5.1 Generic Specification

C3.6 HEALTH AND SAFETY

- C3.6.1 Health and Safety requirements and procedures
- C3.6.2 Protection of the Public
- C3.6.3 Barricades and lighting
- C3.6.4 Traffic control on roads
- C3.6.5 Measures against disease and epidemics
- C3.6.6 Aids awareness

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

**C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL
MANAGEMENT PLAN (EMP)**

C3.8 SITE INFORMATION

- C3.8.1 Nature of ground and subsoil conditions
- C3.8.2 Tender drawings
- C3.8.3 Locality map

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 NKOMAZI LOCAL MUNICIPALITY'S

OBJECTIVES

The project objectives are in line with Nkomazi Local Municipality's objectives of service delivery, job creation and poverty alleviation. The project is specifically aimed at maintenance of roads and stormwater, rehabilitation, and re-gravelling within Nkomazi Local Municipality, on an as and when required basis for the period of 36 months. As part of the implementation of the works, job creation will occur through the employment of local labourers, local Sub contractors, local suppliers and the like.

C3.1.2 OVERVIEW OF THE WORKS

The Contract will be awarded on an as and when required basis for the period 36 months from the date of award. The Contractor shall be issued with works orders and which falls within the allocated contract budget. The minimum value of the works is nil rand.

The description of the works contained in C3.1.3 is merely an outline of the Contract works to be undertaken and shall not limit the work to be carried out by the Contractor under this Contract. The Schedule of Quantities provide only for the type of work that may be undertaken and the quantities are provided purely for bidding purposes and is not indicative of the expected or estimated quantities. The variation of the quantities shall not affect the rates bidden nor shall it constitute a variation to the scope and nature of the works.

C3.1.3 EXTENT OF WORKS

The Works that may be carried out by the Contractor under this Contract comprise mainly the following:

General maintenance of gravel roads

Maintenance will be done on existing gravel roads as instructed, which may include:

- Clearing and grubbing of existing gravel roads.
- Clearing and shaping of existing earth drains including mitre drains.
- Grading and shaping of existing gravel roads.
- Re-graveling with 150mm thick gravel wearing course.
- Hauling of gravel material from borrow areas and/or commercial sources.
- Construction and/or repair of culvert structures.
- Asphalt wearing course
- Road upgrade (sealed or asphalt)
- Any bituminous surfaces
- In-situ concrete structures
- Reconstruction of roads and bridges
- Rehabilitation of roads
- Cleaning out of existing hydraulic structures.
- Repairing of existing drainage inlet and outlet structures.
- Construction and/or repair of stone pitching at inlet and outlet structures.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

- Installation and/or repair of gabion boxes and mattresses.
- Installation and/or repair of steel guardrails.
- Installation of road signs.
- Quality control and assurance.

BID NO:	NKO:35/ 2026	INITIALS	
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C3.1.4 LOCATION OF THE WORKS

The Contract shall be located within the boundaries of Nkomazi Local Municipality in various Service Delivery Areas.

The locality of the Service Delivery Areas is indicated on the locality map included in Part C4. The actual nature and location of the works within the Service Delivery Area(s) will be identified during the contract period.

C3.1.5 TEMPORARY WORKS

The Contractor shall barricade the work area to prevent any disturbance or damage to the surrounding properties as instructed by the Engineer on site.

The Contractor is to ensure that he obtains the necessary way-leaves and departmental approvals prior to commencing with any work within the road reserves or on public property.

C3.2 ENGINEERING

C3.2.1 DESIGN

The activity schedule and responsibilities are:

The Engineer in consultation with the Employer will determine the extent of the work required and will issue a works order to the Contractor(s) which outlines the location and type of intervention required.

The Contractor shall assign a Contracts Manager to whom all works orders shall be issued.

The Contractor shall prepare a works programme and agree a completion date for each works order issued. The Engineer may vary the order of the works to suit the Employer's requirements.

The Contractor shall obtain the required wayleaves when appropriate for working in the road reserve.

The Engineer in consultation with the Employer shall determine the need for and design any temporary works which shall be presented to the Contractor.

The Contractor shall prepare and present the asphalt design(s) to the Engineer for acceptance.

The Engineer shall be responsible for the design and preparation of working drawings for rebuilding of roads unless otherwise agreed.

The Contractor shall maintain as-built records and present same to the Engineer in a prescribed format

In the event of the Employer not awarding the Contract, or the Contractor not being able to carry out the work for any reason, the Employer reserves the right to order the work to be carried out by a suitably qualified Contractor without any right for claim by the defaulting Contractor.

C3.2.3 CONTRACTOR'S DESIGN

The Contractor shall supply the design(s) of the following:

The design of any temporary works i.e. traffic accommodation plans.

The earthworks design(s).

The stormwater design(s).

C3.2.4 DRAWINGS

Drawings to be issued to the contractor during by the employer or employers' agent.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built records/drawings, must be submitted to the Engineer's Representative before a Certificate of Completion can be issued.

BID NO:	NKO:35/ 2026	INITIALS	
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DESIGN PROCEDURES

Not applicable.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the BBEE rating.

C3.3.1.2 Resource standard pertaining to targeted procurement

Contractors are encouraged to practice preferential procurement where goods and services are sought, by using local labour and suppliers

C3.3.1.3

The Municipality reserves the right, without creating any obligation or exclusivity in favour of the successful Tenderer, to procure related, additional, complementary or similar works, goods or services through any lawful procurement mechanism, including competitive bidding, quotations, panels, framework arrangements or other SCM processes, as permitted by applicable legislation and the Municipality's SCM Policy. Where additional requirements arise which are not included in the BOQ, or where BOQ quantities are insufficient, such requirements may be procured separately, subject to budget availability, technical justification, appropriate authorisation and compliance with all applicable SCM requirements. No provision of this Tender shall be interpreted as permitting the splitting of procurement requirements or the circumvention of prescribed competitive bidding thresholds and procedure

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The following works will only be done by Sub Contractors as local SMMEs:

Cleaning out of hydraulic structures.

Clearing and shaping of existing earth drains.

Construction and/or repair of stone pitching.

Repairing of existing inlets and outlets at the drainage structures.

Installation and/or repair of guardrails.

Installation of road signs.

Finishing and clearing works areas.

C3.3.2.2 Preferred Sub contractors/Suppliers

The Contractor shall be responsible for all work carried out by Sub contractors on his behalf. The Engineer will not liaise directly with any such Sub contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his Sub contractors.

BID NO:	NKO:35/ 2026	INITIALS	
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C3.3.2.3 Subcontracting procedures

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local Sub contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works as specified to such local residents.

BID NO:	NKO:35/ 2026	INITIALS	
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Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant such authorisation include:

- non-receipt of valid or acceptable tenders/quotations from local Sub contractors; or
- serious default or failure by the appointed local Sub contractors.

The Engineer shall not grant such authority in cases where it may be reasonably concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local Sub contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as Sub contractors for portions of the Works as specified in clause C3.3.2.1, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in clause C3.3.1.1 above.

The Engineer shall monitor progress achieved with Sub contractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of Sub contractors and labour.

C3.3.2.4 Attendance on Sub contractors

The Contractor shall approach the Labour Desk that is established for the purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local Sub contractors.

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable COLTO, 1998 Standardized Specifications

The following Standardized Specifications for Road and Bridge works for State Road Authorities 'COLTO' for civil Engineering construction are applicable:

Section 1100 : DEFINITIONS AND TERMS

Section 1200 : GENERAL REQUIREMENTS AND PROVISIONS

Section 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Section 1400 : HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL

Section 1500 : ACCOMMODATION OF TRAFFIC

Section 1600 : OVERHAUL

Section 3300 : MASS EARTHWORKS

Section 3400 : PAVEMENT LAYERS OF GRAVEL MATERIALS

Section 8100 : TESTING MATERIALS AND WORKMANSHIP

BID NO:	NKO:35/ 2026	INITIALS	
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The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 Variations and Additions to the COLTO Standardized Specifications

Variations and additions to the following COLTO Standardized Specifications listed in C3.4.1.1 are given in section C3.4.6.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

The responsible water supply authority in the area of the Site is Nkomazi Local Municipality, applicable Service Delivery Area or Area Office.

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(b), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

(b) Electricity supply

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of sub clause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(c), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

(c) Excrement disposal

The responsible sewage disposal authority is **Nkomazi Local Municipality, Service Delivery Area.**

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2(d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of sub clause C3.4.2.2(d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(d), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts that may have become due and payable by the Contractor to the responsible sewage disposal authority have been promptly paid in full.

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

(d) Area for Contractor's site establishment

A specific area in close proximity to, or on the Site of the Works, will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidden Preliminary and General items until the facility has been provided or restored as the case may be.

Site Office accommodation

Not Required

Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(i) Contract name boards

The Contractor shall provide, erect and maintain one contract name board at such position and location as directed by the Engineer, in accordance with the requirements set out in COLTO (as amended).

The Contractor shall before ordering or manufacturing any such contract name board, obtain the Engineer's written approval in respect of all names and wording to appear on the contract name boards.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

(ii) Survey equipment and assistants

Survey equipment

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of COLTO (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 x 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Survey assistants

The Contractor shall, in accordance with the requirements of the project specifications of this Contract, make available to the Engineer, two (2) survey assistants upon request by the Engineer.

C3.4.2.3 Permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves if/when required under this Contract. No separate item is included in the Schedule of Quantities to compensate the Contractor for all his expenses to obtain the wayleaves. The wayleaves to be obtained by the Contractor consists mainly of the following:

- Nkomazi Local Municipality
- Eskom
- Telkom
- SANRAL
- Sasol
- SARCC/Spoornet
- Gascor
- Fibre Suppliers

C3.4.2.4 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

The Contractor is to arrange his own dump site for excavated materials. This site must first be approved by the Engineer and all dumping costs will be for the Contractors account. This information is given in good faith and will under no circumstances form the basis of a claim from the Contractor for any inaccuracies.

(b) Testing and quality control

- (i) Contractor to engage the services of an independent laboratory.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and the workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of sub clause C3.4.2.4(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause C3.4.2.4(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of sub clause C3.4.2.4(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause C3.4.2.4(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause C3.4.2.4(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub clause C3.4.2.4(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Sub contractors

All matters pertaining to Sub contractors (including Nominated Sub contractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any Sub contractors, nor will he issue instructions concerning the subcontract works directly to any Sub contractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Sub contractors and the Engineer will not become involved.

(d) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor of his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(f) Monthly statements and payment certificates

The statements to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Contractor's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Contractor's payment certificate will be added to the times allowed to the Engineer in terms of Sub clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(g) Construction in restricted areas

Working space in areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered unless otherwise scheduled.

(h) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bidden rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(i) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

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

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.5 Extension of time due to abnormal rainfall

The contract is for a fixed duration and is not subject to extension of time in accordance with Clause 42 of the General Conditions of Contract.

The Contractor shall keep accurate records of all occurrences which may be cause for delay in completing works orders to substantiate late completion of same. The Contractor shall not be entitled to payment of any time-related charges as contemplated in clause 42.4.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the Employer

The Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

Samples

Materials or works which do not conform to the approved samples submitted in terms of Sub clause 23.4 of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

The Contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

C3.4.4.2 Equipment provided by the Employer

The Employer shall not supply any equipment.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

The Contractor should consult the relevant municipal departments in order to obtain information as to the location of known services. There are no guarantees provided as to accuracy of information provided by relevant services providers and the Contractor accepts the risk associated therewith.

C3.4.5.2 Treatment of existing services

The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

Before any work can commence, the Contractor shall contact all private or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

C3.4.5.3 Use of detection equipment for the location of underground services

It is recommended that the Contractor use detection equipment for the location of underground services.

C3.4.5.4 Damage to services

Any damage of these services as a result of acts by the Contractor, his Sub contractors or their respective employees, shall be repaired at the Contractor's expense.

C3.4.5.5 Reinstatement of services and structures damaged during construction

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the Contractor or otherwise, the Contractor shall immediately advise the Engineer thereof, and further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Engineer will also decide the extent of work, if any to be undertaken by the Contractor in removing, relocating or repairing such services.

C3.4.6 VARIATIONS & ADDITIONS TO COLTO STANDARDIZED SPECIFICATIONS

SECTION 1100: DEFINITIONS AND TERMS

B1115 General Conditions of Contract

Replace the contents of this clause with the following:

"The General Conditions of Contract for Works of Civil Engineering Construction, 2nd Edition (2010), issued by the South African Institution of Civil Engineers, together with the Special Conditions of Contract forming part of this contract."

B1155 Construction in restricted areas

Replace the contents of this clause with the following:

Working space areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered unless otherwise scheduled or specified.

BID NO:	NKO:35/ 2026	INITIALS	
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B1156 Correction course

Add the following:

One or more layers of asphalt of varying thickness, having a specified minimum total thickness, which is applied to improve the riding quality of the road so that it will meet specified standards and requirements. A correction course is a type of overlay.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1201 Scope

Add the following:

“This section also covers matters which relates to the location of existing services by the Contractor.”

B1204 Programme of Work

Add the following sub clause:

(a) Programme for work orders and revisions

The duration of the contract is from date of acceptance by Nkomazi Local Municipality to the end of 3 years (36 months) term. The Contractor shall prepare a programme upon issue of the first work order(s). The programme shall be amended upon receiving additional work orders showing the completion date of each order. The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme which shall be submitted for approval within fourteen days of the demand.

B1210 Certificate of practical completion of the works

Delete the clause and replace with:

Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion as follows:

- (i) Sections of the works completed will be inspected and taken over at intervals of 6 months.
- (ii) The Contractor shall submit a written request stipulating the sections of work completed and ready for inspection.
- (iii) Any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

B1214 Contractor's activities in respect of property outside the road reserve and of services moved, damaged or altered

Under sub clause (e) replace the opening paragraph with:

"Should the Contractor use land not provided by the Employer for the purpose of his own establishment, Engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following sub-sub clauses:

- (iv) "That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by Contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding Contractor.
- (v) "That copies of lease agreements shall be submitted to the Engineer prior to signature by the signing parties, and copies lodged with the Engineer after signing. Notwithstanding the Engineer's approval of the conditions of a lease, the Contractor shall be solely responsible for adhesion to the terms of the agreements."
- (vi) Adherence to the principles of the environmental management plan and legal obligations".

B1229 SABS Cement Specifications

Add the following to this clause:

"Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS EN 197-1 "Cement compositions, specifications and conformity criteria Part 1: Common cements.

On this contract CEM I 42.5 shall be used."

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
52.5	CEM I	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42.5R	CEM I	Rapid hardening	-	-	-	Rapo	-
	CEM I	OPC*	Portland cement	Duratech	-	OPC	-
	CEM I	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32.5R	-	-	-	-	-	-	-

BID NO:	NKO:35/ 2026	INITIALS	
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Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
32.5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose Cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFAC**	-	Structrete	-	Surecrete	-
	CEM IIIA	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22.5	MC 22.5X	PFAC***	Multi-Purpose Cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12.5	MC 12.5	Wallcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12.5	Mortacem	-	-	-	-	-

Notes: * OPC cements previously performed approximately as CEM 1 32,5R products

** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

*** Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X

B1230 Construction vehicles & equipment

The Contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

All construction vehicles and equipment must be roadworthy since movement on public roads is required. All vehicles and equipment must be equipped with flashing lights on the cabs and warning sign "Construction Vehicle"

All costs in regard to the above must be allowed for in the General Requirements.

B1231 Safety of personnel and work

The Contractor is fully responsible for the safety of his personnel. All personnel are required to wear visible warning type clothing when on site.

All costs in regard to the above must be allowed for in the General Requirements.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE & GENERAL REQUIREMENTS

B1301 Scope

Add the following at the end of the last sentence (delete the full stop):

“and application of the Workmen's Compensation Act.”

B1301 General requirements

Add the following new sub clauses:

“(d) Contractors ablution facilities

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. Furthermore, the Contractor shall provide a portable chemical toilet at each temporary traffic control facility. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's establishment on site.”

“(e) Safety of the Contractor's workforce and Sub contractors

The Contractor is responsible for the safety of his workforce and for the safety of the Sub contractors.”

B1301 MEASUREMENT & PAYMENT

Payment of the lump sum tendered under Item B13.01 shall include full compensation for all administrative costs and incidentals in respect of compliance with and enforcement of these Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety plan as contemplated in regulation 5 of the Construction Regulations.

Payment of the lump sum tendered will be 15% of work issued.

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 General requirements

Add the following sub clauses:

“(j) Handing over of site

The road reserves of all roads to be treated in terms of this agreement shall be handed over to the Contractor on the commencement of actual work on the street. The Contractor must ensure that a free and safe flow of traffic is maintained and that access to properties is ensured at all times and that the requirements of the specifications are complied with.

The Contractor must also liaise with the Traffic Department of the Municipality in order to ascertain its requirements relating to the engagement of traffic and to apply during the Contract. When the physical work on the road is completed and safe, the relevant portion of road shall be handed over to the Employer. These arrangements must be recorded on a daily basis in the site diary.”

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

B1517 MEASUREMENT & PAYMENT

Substitute item 15.01 with the following:

ITEM	UNIT
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B15.01	Accommodation of traffic and maintenance of deviations	km
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during the execution of the works,

The Contractor shall present to the Engineer a traffic accommodation plan for each and every section/site location for his acceptance. The lump sum tendered include full remuneration for the general duties, safety precautions, sign boards and other cost items necessary for the accommodation of traffic to the satisfaction of the Engineer. It also includes full remuneration for the provision of flagmen, temporary road signs, complying with the legal requirements of all relevant authorities and maintaining temporary access to private property as well as the issue of Notices.

SECTION 1600: OVERHAUL

B1602	Definitions
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(a) Overhaul material

Add to the first paragraph "No overhaul is payable for material obtained from commercial sources"

(b) Overhaul

Delete the second paragraph and replace with "Restricted overhaul is not applicable to this contract."

Replace "1.0km" in the second paragraph with "5.0km"

Replace the fourth paragraph to read "Ordinary overhaul shall be paid in respect of material hauled in excess of 5.0km to and from sites approved by the Engineer. Overhaul shall not be payable for material loads of less than 3 m³ loose volume"

SECTION 1700: CLEARING AND GRUBBING

B1702	General Requirements
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Add the following:

"(e) Cleaning of roads prior to Repair and Resurfacing

All silt, debris and rubble shall be removed from the road surface and road reserve as instructed by the Engineer. The Contractor shall provide suitable equipment such as graders and Smooth Drum Vibratory Rollers as he deems fit to clean the roads to an acceptable condition. Where hand labour is required, the Contractor shall make use of local labour. In some cases, the silt deposits are caked firmly onto the road surface. The material removed shall be loaded and carted to spoil.

Cleaning of roads by brooming will be considered as being part of the normal road resurfacing process and deemed to be included in the unit rates.

The time required to clean a particular street shall be agreed between the Contractor and Engineer before commencing with the work. Only the agreed and approved time will be measured for payment.

(f) Cleaning of Drainage Structures

The contract also includes for the cleaning out of the existing culvert inlets, outlets and culvert barrels of debris, soil, silt and other materials.

The actual work required of the Contractor shall be determined on site and a site instruction will specify the extent of the work required. Payment shall be made under item B17.07.

The excavations required for the removal of soil, silt and other debris from the inlets, outlets and culvert barrels, will be carried out by hand and any damage to the existing drainage structures caused as a result of the negligence of the Contractor, shall be repaired at his own expense."

B1704 MEASUREMENT & PAYMENT

Add the following items:

"ITEM UNIT

B17.07 Clearing and Cleaning of Surfaced Roads using:

Manual labour (6-man team) plus tools hour

(e) 6m³ Tipper truck hour

The unit of measurement shall be the hour that the plant or labour actually works on site on the instruction of and certified by the Engineer.

The tendered rate for labour should include full compensation for overhead charges and profit, site supervision, insurances, paid holidays and the use and maintenance of tools and equipment. The time of General Foreman, Walking Gangers and Inspectors shall be covered by superintendence.

ITEM UNIT

B17.08 Dump site charges for spoil of all excavated material at m³

a suitable dump site identified by the Contractor

The unit of measurement shall be per cubic metre of material excavated and spoiled under Sections 1700, 3800 and 3900. The rate shall be inclusive of dump site costs, loading, off-loading and labour. Overhaul shall be paid under section 1600 and shall only apply to loads in excess of 3m³ hauled outside a radius of 5km, for smaller loads or dump site located closer than 5km the rate shall include overhaul. Payment for this item will only be made for spoiling at a site approved by the Engineer and the Contractor shall provide documentary proof i.e. "a dump site invoice" to substantiate his claim.

It remains the responsibility of the Contractor to identify a suitable dump site which must be approved, in writing, by the Engineer.

A penalty of R1000/m³ will be charged for any illegal dumping of material and/or dumping of material to sites not approved by the Engineer."

BID NO:	NKO:35/ 2026	INITIALS	
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ITEM UNIT

B17.09 Tree pruning & removal of cuttings as generated per day

Pruning of roadside branches to accommodate equipment and plant.

The rate provided to include for all costs for a pruning team, truck and disposal costs.

Cutting/pruning of trees will be limited to branches that are obstructing equipment or trucks. Trees should be pruned in such a way that it stays in balance. Cuts must be neatly against stems. Branches must be professionally pruned. No unsightly and unnecessary bark tears will be permitted.

All pruned tree branches to be removed from site on the same day and be disposed of in a legal and responsible manner by the Contractor. Dumping on private property will not be tolerated.

Where the branches that must be cut are within 3 meters from overhead power lines, the Parks and Electricity departments must be contacted.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3401 MATERIALS

(a) General

Add to the first sentence:

“... or from commercial sources or the Contractor’s own sources when so specifically described in the payment item(s).”

The unit of measurement shall be the number of establishments of a specific team on site and the number shall be measured as one complete establishment if establishment on site was to the satisfaction of the Engineer, removal/de-establishment of such team at the completion of the works. No plant shall be de-established without the approval of the Engineer.

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8101 Scope

Add the following:

“The Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any additional tests, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.”

B8103 Cost of testing

Replace paragraph (a) Process control with the following:

“The costs of all testing carried out by the independent laboratory in accordance with the requirements of the Contract, shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of the Contract.

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

Add the following:

(d) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of the Contract, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor."

BID NO:	NKO:35/ 2026	INITIALS	
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C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

The Standardized Specifications for Road and Bridge works for State Road Authorities 'COLTO' listed in 3.4.1.1 are applicable.

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

"The road reserves of all roads to be re-gravelled in terms of this agreement shall be handed over to the Contractor on the commencement of the actual work on the street. The Contractor must ensure that a free and safe flow of traffic is maintained at all times and that the requirements of the specifications are complied with. Special consideration must be given to traffic when work is done in the CBD, main roads and primary distributors.

C3.6.3 BARRICADES AND LIGHTING

Written notices (paper size A5) setting out the dates on which work is to be done in the form of the example below must be given to all residents bordering on the streets at least 48 hours before re-gravelling work is commenced. These notices must be issued where slurry work and diluted emulsion are to be carried out. Should the Contractor fail to do this the Engineer shall stop the work until this requirement has been complied with."

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

C3.6.4 TRAFFIC CONTROL ON ROADS

The Contractor must also liaise with Traffic Department of the Municipality in order to ascertain its requirements relating to the engagement of traffic and to apply during the Contract. When the physical work on the street is completed the relevant portion of the street shall be handed over to the Employer. These arrangements must be recorded on a daily basis in the site diary.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Not applicable

C3.6.6 AIDS AWARENESS

Not applicable

C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire road project. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the project in order to:

Minimise the extent of impact during construction,

Ensure appropriate restoration of areas affected by construction.

Prevent long term environmental degradation.

The Contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

Identifying those construction activities that may have a detrimental impact on the environment;

Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;

Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Engineer will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Engineer on site who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances and EMP would be the end result or the final stage in the EIA procedure. However, a working agreement was negotiated between the National Department of Environmental Affairs and Tourism (DEAT) and Nkomazi Local Municipality. The agreement stipulates the project types Nkomazi Local Municipality need to submit to DEAT for approval and those project types Nkomazi Local Municipality do not need to submit for approval. For those actions that do not need approval, Nkomazi Local Municipality undertook to compile generic EMP's to assist to minimising degradation to the area. The following project types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site plan

The Contractor shall provide the Engineer on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting.

Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Engineer in writing, may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak aways, dry composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a Sub contractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols form entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of + 300 mm of natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities. Read with the Specification Section 203.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

6.5 Discovery of archaeological sites, artefacts or graves

6.5.1 Archaeological site

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the Engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Engineer before such operation commences.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General considerations

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under section 1300, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

BID NO:	NKO:35/ 2026	INITIALS	
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SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	1302(a)
	Site Plan	Contractor will provide Engineer detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	1302(a) 1402(e)
Site rehabilitation	Clean up	All construction material is to be removed from the site on completion of the contract.	1302(a); 5800;5900
Vegetation	On site	Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed	5802(d); 5804; 5807
	Weeds	Clearance of weeds must be done by hand before seeding.	5801(b)
	Grass cover	The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.	5802(b), (c), (e) 5805 5806
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (+ 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	3104(a) 5802(a), (g) 5804
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	3100

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	1404(a)
	Litter	The site is to be kept free of litter	1302(b)
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site Engineer. Use of the veld for this purpose shall not be allowed.	1402(g) 1404(a)
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	1404(b)
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
General considerations	Lines of authority	A nominated representative of the Contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Engineer who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

PART C4 SITE INFORMATION

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

PART C4 SITE INFORMATION

CONTENTS

C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

C4.2 TENDER DRAWINGS

C4.3 LOCALITY MAP

ANNEXURE A OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

C4.1 NATURE OF GROUND AND SOIL CONDITIONS

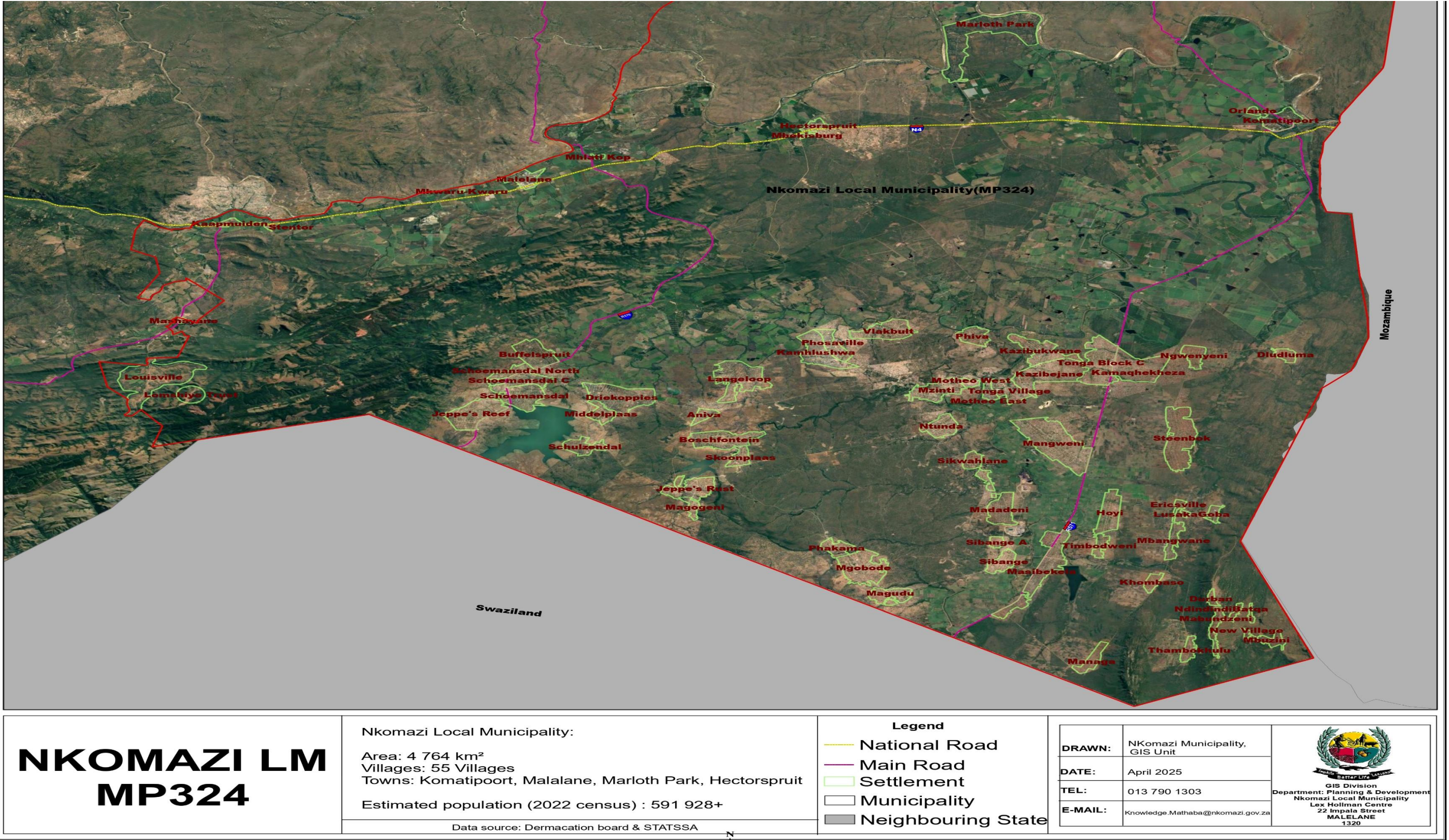
The contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

C4.2 TENDER DRAWINGS

BID NO:	NKO:35/ 2026	INITIALS	
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C4.3 LOCALITY MAP

The locality map showing the boundaries of the various Service Delivery Areas is shown in the figure below.



BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

INDEX FOR OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

PREAMBLE

SCOPE

DEFINITIONS

PROJECT DESCRIPTION

TENDERS

NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY

PLAN HEALTH AND SAFETY FILE

RISK ASSESSMENT

APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

APPOINTMENT OF SAFETY PERSONNEL

CONTRACTOR'S RESPONSIBILITIES

PROJECT/SITE SPECIFIC REQUIREMENTS

ARRANGEMENTS FOR MONITORING AND

REVIEW SCHEDULES

SCHEDULE A OCCUPATIONAL HEALTH AND SAFETY FILE CHECKLIST

BID NO:	NKO:35/ 2026	INITIALS	
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1. PREAMBLE TO OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to the Employer (Client) in his own right for the execution of the contract, and he shall enter into an agreement in respect of the Occupational Health and Safety Act in the form as included in Section C1.4 - AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993.

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of maintenance work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

The Contractor shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of or non-compliance with the Health and Safety Plan.

2. SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all workers, employees and Sub contractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement, C1.4 in Part C1 of the tender document, the status of the Contractor as mandatory to the Employer (Client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site and made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

BID NO:	NKO:35/ 2026	INITIALS	
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3. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) "Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "Client" as defined in the Construction Regulations 2003. "Employer" and "Client" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "Contractor", wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.

In this specification the terms "Principal Contractor" and "Contractor" are replaced with "Contractor" and "Subcontractor" respectively.

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

- (c) "Engineer" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the Client as defined in the Construction Regulations).

4. PROJECT DESCRIPTION

The work to be carried out under this contract is as described in Part C3 Scope of Works.

5. TENDERS

The Contractor shall make available the following during the tender process:

- (a) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.

Failure to submit the foregoing with his tender will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations and will result in the tender being disqualified.

6. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of maintenance work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

The notification must be done in the form of the pro forma included under Section 11 (The Occupational Health and Safety Act) of the tender document. See Schedule A for a copy of the notification.

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

7. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY PLAN

Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

Framework for an Occupational Health and Safety

Plan Introduction

The Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for
- Regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and Sub contractors on site
- Handling design changes during the project
- Selection and control of Sub contractors
- The exchange of Occupational Health and Safety information between all Sub contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

Arrangements for Controlling Significant Site Risks

The following are some examples requiring arrangements for controlling the most significant site risks:

- Safety risks
- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- Health risks
- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified

8 HEALTH AND SAFETY FILE

The Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include the information as reflected in Schedule A.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Contractor by any Sub contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

9. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer to Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Contractor shall compile method statements to address or handle the following:

- Hazards particular to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Measures to eliminate or reduce each risk
- A monitoring plan
- A review plan

BID NO:	NKO:35/ 2026	INITIALS	
----------------	---------------------	-----------------	--

Contractors must ensure that all Sub contractors conduct risk assessments for their scope of work as well. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Sub contractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

10. APPOINTMENT OF EMPLOYEES AND SUB CONTRACTORS

Health and Safety Plan

The Contractor shall appoint his employees and any Sub contractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all Sub contractors and employees are committed to the implementation of his Safety Plan.

Health and Safety Induction Training

The Contractor shall ensure that all employees under his control, including Sub contractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee or visitor on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OH&S Training Requirements

The Contractor shall ensure that all employees under his control, including Sub contractors and their employees, undergo training in accordance with their job requirements, site requirements and training as prescribed by the Act and Regulations.

11. APPOINTMENT OF SAFETY PERSONNEL

Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work. He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

Construction Safety Officer

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

Health and Safety Representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor shall appoint a health and safety representative whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Health and Safety Committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

Competent Persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the work situations that may be expected on the site of the works (Regulation 7 to 28).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

BID NO:	NKO:35/ 2026	INITIALS	
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12. CONTRACTOR'S RESPONSIBILITIES

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (Contractor) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

In addition, the Contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Client before work on site commences.

13. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- Hazardous traffic conditions during the re-gravelling and maintenance operations
- Working safely with bituminous products
- Working safely with Plant and equipment.

14. ARRANGEMENTS FOR MONITORING AND REVIEW

The Client will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Client reserves the right to conduct ad hoc audits and inspections as deemed necessary.

A representative of the Contractor shall accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

BID NO:	NKO:35/ 2026	INITIALS	
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SCHEDULE A

SAFETY FILE EVALUATION SHEET

Contractor: _____

Reg No.: _____ Date: _____

No.	Item	Reference	Comment
1	Copy of OHS Act [85 of 1993]	Gen. Admin Regs.	
2	Valid Compensation Commissioner Documents	C.O.I.D.A / Constr. Regs.	
3	Section 37(2) Agreement	Sect. 37 (2)	
4	Health and Safety Spec's (provided by client)	Constr. Regs	
5	Tender Documentation	Constr. Regs	
6	Health and Safety Plan	Constr. Regs	
7	Risk Assessments (Competent person)	Constr. Regs	
8	Appointment letters	Sect. 16,17. Gen. Mach Reg	
9	Notification of Construction work (D.O.L.)	Constr. Regs. 3	
10	Inspection registers / checklists	Environ. Regs. 6	
11	Certificates of Compliance (Electrical Installations)	Elect. Inst. Regs. 3	
12	Monthly Audit reports	Sect. 18 (2)(f)	
13	Drawings and Designs	Constr. Regs	
14	Fall Protection Plans	Constr. Regs. 8	
15	Detailed Structural Engineering survey (structures to be demolished)	Constr. Regs. 12	
16	Examination and Test records of equipment (where applicable)	Constr. Regs. 15	
17	Personal Protective Equipment records	Sect. 8 (2)(b)	
18	Training records	Sect. 8, HCS Regs.	
19	Minutes of OHS Committee meetings	Sect. 19	
20	Tunneling Regulations (where tunneling is done)	Constr. Regs. 13	

BID NO:	NKO:35/ 2026	INITIALS	
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21	Material Safety Data Sheets (where applicable)	Gen. Admin Regs.	
22	Annexure 1's (Incident recording forms)	Sect. 14 , Gen. Safe. Reg.	
23	Incident Investigation reports & notifications thereof	Sect. 24	
24	Maintenance plans for machinery and equipment	Sect. 8(2)(a)	
25	Medical records	H.B.A Regs. 9(2)	
26	Emergency contact details	Constr. Regs	
27	Evacuation plans	Environ. Regs. 3(5)(a)	
28	Safe Work Procedures	Gen. Safe. Regs. 13	
29	Inspection records of Designers	S.A.B.S. 085	
30	Certificates of System design (suspended scaffolding) together with proof of notification to DOL	S.A.B.S. 085	

THE NATIONAL TREASURY

Republic of South Africa



BID NO:	NKO:35/ 2026	INITIALS	
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GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

BID NO:	NKO:35/ 2026	INITIALS	
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NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis

BID NO:	NKO:35/ 2026	INITIALS	
---------	--------------	----------	--

9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

BID NO:	NKO:35/ 2026	INITIALS	
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

BID NO:	NKO:35/ 2026	INITIALS	
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1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information**; than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

BID NO:	NKO:35/ 2026	INITIALS	
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7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

BID NO:	NKO:35/ 2026	INITIALS	
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9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

BID NO:	NKO:35/ 2026	INITIALS	
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- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

BID NO:	NKO:35/ 2026	INITIALS	
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20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may
terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract;
- or

BID NO:	NKO:35/ 2026	INITIALS	
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(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

BID NO:	NKO:35/ 2026	INITIALS	
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24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or antiand countervailing dumping or countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional

payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

BID NO:	NKO:35/ 2026	INITIALS	
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(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of

liability

28.1 Except in cases of criminal negligence or willful misconduct, and in

the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties**, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

BID NO:	NKO:35/ 2026	INITIALS	
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**Restrictive
practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

BID NO:	NKO:35/ 2026	INITIALS	
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