

# Fetakgomo Tubatse Local Municipality



FTM/T34/24/25

## APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD-CONTRACT B

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
<b>Acting Director</b> <b>Mr RK Dikgale</b>  Fetakgomo Tubatse Local Municipality  1 Kastania Street Burgersfort Civic Centre 1150 Tel: (013) 231 1000	<b>Supply Chain Management</b> <b>Mrs LM Mohlala</b>  Fetakgomo Tubatse Local Municipality  1 Kastania Street Burgersfort Civic Centre 1150 Tel: (013) 231 1000

NAME OF BIDDER (BIDDING ENTITY) : .....

.....

CSD NUMBER : .....

CLOSING DATE : 29 APRIL 2025

CLOSING TIME : 12H00

TOTAL BID PRICE OFFERED (VAT INC): .....

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## FORM A

### **BID NOTICE**

**BID NO: FTM/T34/24/25**

#### **APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD-CONTRACT B**

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal or purchased at the Fetakgomo Tubatse Local Municipality (Civic Centre) offices, at 1 Kastania Street, Burgersfort, 1150.

The completed bid document, must be fully priced and signed, sealed in an envelope - marked with the "BID number", and deposited in the tender box at the Fetakgomo Tubatse Local Municipality Head office – 1 Kastania Street, Burgersfort **OR** at the Apel Regional office - Stand No.1, Mashung, Ga-Nkwana, no later than **12H00 pm on 29 April 2025. The municipality will not take any responsibility for lost documents due to poor packaging.**

Fetakgomo Tubatse Local Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted.

The Municipality shall evaluate and award the tender in accordance with the 80/20 - point system of the Preferential Procurement Regulations of 2022 - **where 80 points are allocated for the bid price and 20 points for specific goals**, the general conditions of contract (GCC) and, where applicable, any other special conditions of contract. Prospective bidders must accept that the bid price will be adjudicated according to market related prices and/or prices as per legislation, where applicable. Bids will remain valid for **90** days.

Enquiries related to technical specifications should be addressed to **Mr RK Dikgale** on the telephone number (013) 231 1000 or email [rkdikgale@ftlm.gov.za](mailto:rkdikgale@ftlm.gov.za)

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

**MAGOOA RM  
ACTING MUNICIPAL MANAGER**

**MBD1****PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FETAKGOMO TYUBATSE LOCAL MUNICIPALITY</b>					
BID NUMBER:	<b>FTM/T34/24/25</b>	CLOSING DATE:	<b>29 April 2025</b>	CLOSING TIME:	<b>12H00 PM</b>
DESCRIPTION	<b>APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD-CONTRACT B</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>1 KASTANIA STREET</b>		<b>OR</b>		<b>STAND NO 1</b>	
<b>CIVIC CENTRE</b>		<b>MASHUNG</b>			
<b>BURGERSFORT</b>		<b>GA-NKWANA</b>			
<b>1150</b>		<b>0739</b>			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE</b>	<b>R</b>	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Technical Services	
CONTACT PERSON	Mrs LM Mohlala		CONTACT PERSON	Mr RK Dikgale	
TELEPHONE NUMBER	013 231 1130		TELEPHONE NUMBER	013 231 1000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:lmohlala@ftlm.gov.za">lmohlala@ftlm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:rkdikgale@ftlm.gov.za">rkdikgale@ftlm.gov.za</a>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>  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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .  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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  <b>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.</b>

**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: .....

## **FORM B**

### **TERMS OF REFERENCE**

#### **APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD-CONTRACT B**

##### **1. INTRODUCTION**

###### **Employer's Objectives**

The Fetakgomo Tubatse Local Municipality is mandated in terms of the Municipal Systems Act and other legislation to provide infrastructure and services to all people in its area of jurisdiction. The provision thereof is enabled through various funding and implementation mechanisms. To enable Fetakgomo Tubatse Local Municipality to execute its mandate, the Municipality intends to Construct 3.010km road to Shushumela village Contract B thus requires civil engineering contractor to assist with the Implementation phase to commissioning and processes thereof.

##### **2. CONTRACT A BRIEF SCOPE OF WORK**

The scope of works comprises 3.010km with the total surface area of 18810m<sup>2</sup> of Asphalt.

- Construction of 40mm Asphalt Surfacing Road Surface areas of 19500m<sup>2</sup> (Colto spec);
- Construction of G2 Stone Crushed 150mm Base Course of 3080m<sup>3</sup> at 88% Apparent Relative Density
- Construction of C4 Stabilised 150mm Subbase of 3850m<sup>3</sup> at 97% Mod AASHO Density
- Construction of G7 Selected layer 150mm of 3850m<sup>3</sup> at 95% Mod AASHO Density
- Construction of G7 Fill layer 200mm of 2100m<sup>3</sup> at 95% Mod AASHO Density
- Construction of Insitu Roadbed layer of 3850m<sup>3</sup> at 93% Mod AASHO Density
- Construction of 3200m of 250mm x 150mm concrete edge beams
- Construction of Fig 8C Precast mountable kerbs of 3200m
- Construction of Fig 3 Precast kerbs at Bus/Taxi stops of 80m
- Construction of 50mm Paving blocks Grey for walkways with a surface area of 3200m<sup>2</sup>
- Construction of 600 and 750 mm precast concrete pipes of 500m with associated Kerb Inlets

##### **3. CIDB Grading**

CIDB 7CE or higher

## FORM C

### **RESPONSIVENESS AND EVALUATION**

**The following evaluation process and criteria will be used to evaluate all bids submitted:**

All bids received shall be evaluated in terms of Municipal Supply Chain Management Regulations, Fetakgomo Tubatse Local Municipality Supply Chain Management Policy, The Preferential Procurement Regulations, 2022, and other applicable legislation. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

The evaluation criteria consist of the following 3 phases:

Phase 1 – Administrative compliance

Phase 2 – Functionality

Phase 3 – Pricing and Specific Goals

Bids must meet the requirements of each phase in order to qualify for further evaluation. Bids that do not meet the requirements of a particular phase will be disqualified

- Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status).

#### **1. Administrative Compliance – Phase one**

### **RESPONSIVENESS CRITERIA**

1.1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted. The municipality will not take any responsibility of the lost documents due to poor packaging.

1.2. **Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Company Registration Document (CK) (If JV, for both) must be attached.
- Form of Offer completed and signed
- Form of offer must be completed in figures and words
- All attached MBD forms (1, 4, 6.1, 7.2, 8 and 9) must be completed and signed.
- All pages of the tender document, drawings and General Condition of the Contract (GCC) must be initialled.

- Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status).
- Bill of quantities and tender document to be filled in black ink
- False or incorrect declaration on any of the MBD forms or tender document will result in disqualification.
- Form of offer must be fully completed and signed.
- Authority of signatory, signed by all the parties. (a letter showing who is authorised to sign the documents)
- JV agreement submitted (Where applicable)
- Joint Venture Agreement, where applicable and stipulating a lead partner with at least 51% or above shares in the company.
- Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)
- Submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months (90 days) for both the bidding company & its directors:
  - i. If staying in a non-rate-able area, please attach letter from the Tribal Authority / Chief or Headman / sworn affidavit
  - ii. If you are renting, attach a copy of a valid signed lease agreement.
  - iii. If the business is operating at the director's residence, a sworn affidavit must be attached stating such.
- Certified ID Copies of all directors/members/shareholders of company/business/ (For all companies in case of a Joint Venture).
- Price amendment without signature will amount to disqualification (Initial all alterations in the BOQ)
- Copy of a Valid letter of good standing (**COIDA**).
- Attach valid copy of CIDB Grading of 7CE or higher (in case of JV both individuals must attach CIDB, a lead partner must have at least 7CE).

**Please note that all certified documents must be originally certified and not older than 6 months at closing date**

**NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE-MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED**

## 2. Functionality – Phase two

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

### TECHNICAL EVALUATION CRITERIA

Item	Criterion	Weighting
1	Demonstrate relevant Company experience and records	30
2	Financial Viability	25
3	Qualifications and experience of the dedicated project Team / individuals	25
4	List of Plant	20
	<b>TOTAL</b>	<b>100</b>

**NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.**

**Tenderers to submit required information as stated below. Non submission will result in loss of points.**

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 70 points will then be evaluated in terms 80/20 preference point system.

NO	DESCRIPTION	POINTS	CRITERIA
1	<b>Demonstrate relevant Company experience and records</b>	30	<p>The bidder or JV should demonstrate their Civil Engineering Experience, through the submission corresponding appointment letters and completion certificates of projects within the last ten (10) years.</p> <ul style="list-style-type: none"> <li>• Successful Execution of Road projects Attach 5 or more appointment letters and corresponding completion certificates - <b>30 points.</b></li> <li>• Successful Execution of Road projects Attach 4 appointment letters and corresponding completion certificates- <b>25 points.</b></li> <li>• Successful Execution of Road projects Attach 3 appointment letters and corresponding completion</li> </ul>

			<p>certificates – <b>20 points</b></p> <ul style="list-style-type: none"> <li>• Successful Execution of Road projects Attach 2 appointment letters and corresponding completion certificates –<b>15 points</b></li> <li>• Successful Execution of Road projects Attach 1 appointment letters and corresponding completion certificates – <b>10 points</b></li> </ul> <p><b>Compulsory</b> Attachment of appointment letters and completion certificates.</p> <p><b>NB:</b> Copies of completion certificate or appointment letter must indicate the e-mail, telephone and contract amount for consideration.</p> <p><b>Note:</b> <i>Verification of appointment letters and corresponding completion certificate will be conducted on recommended bidders</i></p>
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<b>2</b>	<b>Financial Viability</b>	<b>25</b>	<b>FINANCIAL VIABILITY</b>
			<p>1. Approved credit facility or bank guarantee letter from registered FSP of R 10million or more <b>25 points</b></p> <p>2. Approved credit facility or bank guarantee letter from registered FSP between R8 million to R9.9 million <b>20 points</b></p> <p>3. Approved credit facility or bank guarantee letter from registered FSP between R5million to R7.9 million <b>15 points</b></p> <p>4. Approved credit facility or bank guarantee between letter from registered FSP R 3 million to R4.9 million <b>10 points</b></p> <p><b>NB: Bank rating will not be considered</b></p> <p><b>Note:</b> Credit facility or bank guarantee letter will be verified with the financial institution</p>

3	Qualifications and experience of the dedicated project Team / individuals	25	<ul style="list-style-type: none"> <li>• <b>Contract Manager</b> with 10 years' relevant Experience in Civil Engineering and Project Management. Must have a Degree / B Tech in civil Eng, Labour Intensive Certificate and be registered as a professional with ECSA/PMP/SACPCMP. – <b>10 Points</b></li> <li>• <b>Site Manager</b> with 5 years' relevant Experience in Civil Engineering. Must have a National Diploma in Civil Eng and be registered as a candidate with ECSA/PMP/SACPCMP. – <b>5 Points</b></li> <li>• <b>General Foreman</b> with 5 years' relevant Experience in Construction with NQF Level 6 in Civil Eng – <b>5 Points</b></li> <li>• <b>Safety Officer</b> with 5 years' relevant Experience in OHS. Intro to Samtrac or equivalent accredited OHS Certificate. – <b>5 Points</b></li> </ul> <p>(Attach detailed CV, Certified ID Copy/Passport (work permit to accompany Passport were applicable) and Proof of Certified Qualifications.</p> <p><b>NB:</b> Foreign qualification should be accompanied by certificate of SAQA (South African Qualifications Authority)</p> <p>• Bidders who fail to attach the mentioned documents will be scored zero.</p>
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4	List of Plant	20	<b>Plant</b>	<b>Points(owned)</b>	<b>Points(leased)</b>
			<b>Excavator</b>	5	2.5
			<b>Water Tanker 16 000L</b>	3	1.5
			<b>2X 10m3 Tipper Truck</b>	2	1
			<b>Roller</b>	3	1.5
			<b>TLB</b>	2	1
			<b>Grader</b>	5	2.5
			Bidders must submit proof of ownership / lease agreement of Plant. Bidder who leases plant must submit valid proof of lease agreement or letter of intent in case of		

			hiring with proof of ownership of lesser. <b>NB: No attachments of the mentioned above documents will results in zero score</b>
	<b>TOTAL</b>	<b>100</b>	
<p><b>Note: The Municipality has the right to verify the validity of the supporting documents</b></p> <p><b>NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)</b></p> <p>Minimum Required Score for functionality is: 70 points</p> <p><b>Note:</b> A bidder/s that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.</p> <p>Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 80/20 point system as presented in the Preferential Procurement Regulations 2022 and its associated Regulations issued by the National Treasury.</p>			

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### 3. Pricing and Specific Goals – Phase Three

Bidders should note that although the above are the main criteria, the FTLM may consider other factors when evaluating BIDs and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder.

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022.

The 80/20 point system will be as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Preference point (Special goals)	20
3.	Total	100

- Price = Price per the Bill of Quantities (**see ANNEXURE J**)
- Specific goal = Location – Companies within the RSA - Address on the company registration document (CK)

#### SPECIFIC GOALS

Local area of supplier	Means of verification	Number of Points for Preference
Locality within Republic of South Africa	Address on the company registration document (CK) or Municipal rates	20

## ANNEXURE A

### MBD 3.1

#### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder ..... Bid Number: . FTM/T34/24/25

Closing Time 12H00.

Closing Date 29 April 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. \*Delete if not applicable

## ANNEXURE B

### MBD 4

#### DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**ANNEXURE C**  
**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**

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**1. GENERAL CONDITIONS**

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:**

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.

1.6 The organ of state 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 the organ of state.

## 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	<b>or</b>	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	<b>or</b>	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Nationally within RSA	20	

#### 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 as a result 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 as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the 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.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## ANNEXURE D

### MBD 7.1

#### 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 fulfillment 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:

.....

**MBD 7.1****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 number .....dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

**WITNESSES**

1.	.....
	.
2.	.....
	.

**ANNEXURE E**  
**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supplychain 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 anyimproper 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 publicsector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submittedwith the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed therestriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at thebottom of the home page.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> 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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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

## **ANNEXURE F**

### **MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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:
  - i has been requested to submit a bid in response to this bid invitation;
  - ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- iii provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
    - a. geographical area where product or service will be rendered (market allocation)
    - b. methods, factors or formulas used to calculate prices;
    - c. the intention or decision to submit or not to submit, a bid;
    - d. the submission of a bid which does not meet the specifications and conditions of the bid; or
    - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- <sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## ANNEXURE G

### **FORM OF OFFER AND ACCEPTANCE**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Project **APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD-CONTRACT B**

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

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

**\*THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
.....

(rands)(in words);

**R**..... (in figures)

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

Signature Block: Tenderer	
Signature .....	Date.....
Name .....	
Capacity .....	
Name of organization .....	
Address of organization ..... .....	
Signature of witness .....	Date .....
Name of witness .....	

**BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF THE PRICES IN WORDS AS WELL AS IN FIGURES**

### **Form of 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.

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) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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.

<b>Signature Block: Employer</b>	
Signature .....	Date.....
Name .....	
Capacity .....	
<b>for the Employer</b>	Fetakgomo Tubatse Municipality P.O. Box 206, Burgersfort, 1150
Signature of witness .....	Date.....
Name of witness .....	

**Schedule of Deviations**

1 Subject:

.....

Details:

.....

.....

.....

.....

2 Subject:

.....

Details:

.....

.....

.....

.....

3 Subject:

.....

Details:

.....

.....

.....

.....

4. Subject:

.....

Details:

.....

.....

.....

.....

5 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

## ANNEXURE H

### GENERAL CONDITIONS OF CONTRACT

#### Definitions

(1) The following terms shall be interpreted as indicated:

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

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

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

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

**“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- a) **“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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- b) **“Day”** means calendar day.
- c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.
- e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- f) **“Dumping”** occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.
- g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider's fault or negligence and is 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.
- h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 bidders of the benefits of free and open competition.

- i) **“GCC”** means the General Conditions of Contract.
- j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- k) **“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 provider or his subcontractors) and which costs are inclusive of the 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.
- l) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.
- m) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- n) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service
- o) **“Project site,”** where applicable, means the place indicated in bidding documents.
- p) **“Purchaser”** means the Fetakgomo Tubatse Local Municipality.
- q) **“Republic”** means the Republic of South Africa.
- r) **“SCC”** means the Special Conditions of Contracts.
- s) **“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 provider covered under the contract.
- t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

## **(2) Application**

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

1. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **(3) General**

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.

Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **(4) Standards**

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

### **(5) Uses of contract documents and information inspection**

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

The provider 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.

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 provider's performance under the contract if so required by the purchaser.

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

### **(6) Patent rights**

The provider 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.

When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

### **(7) Performance Security**

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in Special Conditions of Contract.

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

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:

1. 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
2. A cashier's or certified cheque

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

## **(8) Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for 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 purchaser or an organisation acting on behalf of the purchaser.
- 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 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 accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.
- 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 analysed 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 provider, 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 provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 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.

## **(9) Packing**

- 9.1 The provider 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 subsequent instructions ordered by the purchaser.

## **(10) Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

## **(11) Insurance**

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisitions, transportation, storage and delivery in the manner specified.

## **(12) Transportation**

Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **(13) Incidental services**

- a) The provider may be required to provide any or all of the following services, including additional services, if any:
- b) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- c) Furnishing of tools required for assembly and/or maintenance of the supplied goods; 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 services shall not relieve the provider of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- f) Price charged by the provider 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 provider for similar services.

#### **(14) Spare parts**

As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 14.1 Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract;
- 14.2 In the event of termination of production of the spare parts:
  - (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **(15) Warranty**

- a The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods 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.
- c The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- d Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- e If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **(16) Payment**

- a The method and conditions of payments to be made to the provider under this contract shall be specified.
- b The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilments of other obligations stipulated in the contract.
- c 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 provider.
- d Payments will be made in Rand unless otherwise stipulated.

## **(17) Prices**

Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorised or in the purchaser's request for bid validity extension, as the case may be.

### **Increase/ decrease of quantities**

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

### **Contract amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### **Assignment**

The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### **Subcontracts**

The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

## **(18) Delays in the provider's performance**

- 16.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 16.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 16.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 16.4 Except as provided under GCC clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 16.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider'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 provider.

## **(19) Penalties**

- 19.1 Subject to GCC clause 25, if the provider 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.

## **(20) Termination for default**

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider 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
  - ii If the provider fails to perform any other obligation(s) under the contract;
  - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- b In the event of the purchaser terminating 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

#### **(21) Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

#### **(22) Force Majeure**

- a Notwithstanding the provisions of GCC clause 22 and 23, the provider 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.
- b If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

#### **(23) Termination for insolvency**

- a The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

#### **(24) Settlement of disputes**

- a If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- b 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 provider 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.
- c Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d Notwithstanding any reference to mediation and/or court proceedings herein.

- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**(25) Limitation of liability**

- a Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6:
- b The provider 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 provider to pay penalties and/or damages to the purchaser; and
- c The aggregate liability of the provider 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.

**(26) Governing language**

- a The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**(27) Applicable laws**

- a The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**(28) Notices**

- a Every written acceptance of a bid shall be posted to the provider 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 noticed later by him in writing and such posting shall be deemed to be proper services of such notice.
- b 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.

**(29) Taxes and duties**

- a A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**(30) Transfer of contracts**

- a The contract shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**(31) Amendment of contracts**

- a No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## ANNEXURE I

### **SPECIAL CONDITIONS OF THE CONTRACTS:**

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. FETAKGOMO TUBATSE MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
3. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
4. The bid price must remain valid for a period of 90 days calculated from the closing date.
5. Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
7. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
  - i. Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
  - ii. Failed, during the last five years, to perform satisfactorily on a previous contract with the Fetakgomo Tubatse Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
  - iii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
  - iv. Been convicted of fraud or corruption during the past five years;
  - v. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - vi. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.
8. **The Municipal Manager may cancel a contract awarded to a person if:**
  - The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
  - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
9. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations)

# **ANNEXURE J**

## **APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD- CONTRACT B**

### **BILL OF QUANTITIES**



## SCHEDULE A: ROADWORKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Excavation (a) Excavating material within the following depth ranges below ground level for the exposing of/or searching for services  (i) 0 m to 2 m  (ii) 0 m to 3 m  (b) Extra over item B12.01 (a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted  (i) Soft material  (ii) Hard material	m³ m³ m³ m³			
B12.02	<u>Backfilling</u> (a) Using the excavated material  (b) Using imported selected material	m³ m³			
B12.03	Existing Services Provisional sum for existing services to be relocated and/or protected as ordered by the engineer  (a) Exposure of services  (i) Using specialist detection services  (iii) Handling costs and profit in respect to sub-item (ai)  (b) Provisional sum for Protection and Relocation of sewer  (c) Provisional sum for Protection and Relocation of telkom and Eskom lines  (d) Provisional sum for Protection and Relocation of existing water  (e) Handling costs and profit in respect of sub-item 12.02 (b,c and d) above	PC Sum % Prov. Sum Prov. Sum Prov. Sum %	1 25000 1 1 1 1200000	25 000,00  100 000,00 1 000 000,00 100 000,00	25 000,00  100 000,00 1 000 000,00 100 000,00
B12.04	Additional survey as required by the Engineer  (a) Additional survey as required by the Engineer  (b) Contractor's handling costs, profit and all other charges in respect as to Sub-item B12.04 (a)	Prov. Sum %	1 20000	20 000,00	20 000,00
B12.05	Notices, signs and advertisements  (a) Construction notice boards	No	2		
B12.06	Contractor's Obligations in respect to Local and other Labourers  (a) Provision of transport for local labourers  (b) Medical Examinations	Lump Sum Lump Sum	1 1		
B12.07	Community Liaison Officer  (a) Remuneration  (b) Handling costs and profit in respect of sub-item B12.07 (a) above	Lump Sum %	12 144000	12 000,00	144 000,00
B12.08	Local Subcontractors  (a) Main contractor's general obligations in respect of nominated subcontractors  (b) Main contractor's general obligations in respect of emerging contractors (SMMEs) and local labour	Lump Sum month	1 12		
Total Carried Forward					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

GENERAL REQUIREMENTS AND PROVISIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					
B12.09	Training Provision accredited and approved training courses for selected local and other labourers including wages during				
	(a) Generic skills	Prov. Sum	1	150 000,00	150 000,00
	(b) Entrepreneurial skills	Prov. Sum	1	50 000,00	50 000,00
	(c) Engineering skills	Prov. Sum	1	150 000,00	150 000,00
	(b) Contractor's charge to allow for handling costs and profit in respect of sub item B12.09 (a), (b) and (c) above	%	350000		
B12.10	Contractor to allow in his rates to meet requirements regarding Health and Safety Specifications	Sum	1		
B12.11	Contractor to allow in his rates to meet requirements regarding Environmental Specifications	Sum	1		
B12.13	Provision for a Health and Safety Consultant				
	(a) Provisional sum for the payment of the Health and Safety Consultant	Prov. Sum	1	140 000,00	140 000,00
	(b) Contractor's charge to allow for handling cost and and profit in respect of sub item B12.13 (a)	%	140000		
B12.14	Provision for a Environmental Consultant				
	(a) Provisional sum for the payment of the Environmental Consultant	Prov. Sum	1	140 000,00	140 000,00
	(b) Contractor's charge to allow for handling cost and and profit in respect of sub item B12.14 (a)	%	140000		
B12.15	Provision for a Social Facilitator Consultant				
	(a) Provisional sum for the payment of the Social Facilitator Consultant	Prov. Sum	1	140 000,00	140 000,00
	(b) Contractor's charge to allow for handling cost and and profit in respect of sub item B12.15 (a)	%	140000		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

**GENERAL REQUIREMENTS AND PROVISIONS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					
B12.14	Works Reserved for SMMEs Development Stormwater, Manholes, Kerbing, Paving, Edge Beams, Guard Rails Proper BoQ to be produced by Engineer for each item				
B12.14/22.00	(a) All works relating to Stormwater, manholes, catchpits, precast inlet and outlet structures	Prov. Sum	1	6 105 525,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/22.00	%	6105525		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/22.00	%	6105525		
B12.14/23.01	(a) All works relating to concrete kerbing	Prov. Sum	1	2 378 470,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12/23.01	%	2378470		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12/23.01	%	2378470		
B12.14/52.00	(a) All works relating to Gabions	Prov. Sum	1	0,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/52.00	%	0		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/52.00	%	0		
B12.14/54.00	(a) All works relating to Guardrails	Prov. Sum	1	0,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/54.00	%	0		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/54.00	%	0		
B12.14/55.00	(a) All works relating to Fencing	Prov. Sum	1	56 500,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/55.00	%	56500		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/55.00	%	56500		
B12.14/56.00	(a) All works relating to Road Signs	Prov. Sum	1	275 500,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/56.00	%	275500		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/56.00	%	275500		
B12/57.00	Road Markings				
	(a) All works relating to Road Markings	Prov. Sum	1	201 420,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/57.00	%	201420		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/57.00	%	201420		
B12.14/73.00	Concrete Block Paving for Roads and Sidewalks				
	(a) All works relating to block paving	Prov. Sum	1	1 585 150,00	Rate Only
	(b) All associated overheads, complete with P&G's on subitem B12.14/73.00	%	1585150		
	(c ) Contractor's handling costs and other charges in respect to Development of SMMEs item B12.14/73.00	%	1585150		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01	The contractor's general obligations				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	12		
	Note: The combined total tendered for this item shall not exceed 15% of the Tender Sum excluding VAT				
B13.02	Mine Health and Safety Act				
	(a) Mine Health and Safety obligations	Month	12		
	(b) Environmental Obligations	Month	12		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

**HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation				
	(b) Offices (interior floor space only)	m <sup>2</sup>	72		
	(e) Ablution units	m <sup>2</sup>	36		
14.02	Office and laboratory furniture				
	(a) Chairs				
	(i) quality office desk chairs	No	6		
	(ii) for boardroom, meetings	No	16		
	(c) Desks, complete with drawers and locks	No	4		
	(d) Office tables	No	3		
	(e) Conference tables	No	1		
B14.03	Office and laboratory fittings, installations and equipment				
	(a) Items measured by number:	PC Sum	1	50 000,00	50 000,00
	(ii) Handling costs and profits in respect to sub-item B14.03 (a)	%	50000		
	(b) Prime cost items and items paid for in lump sum				
	(i) The provision of telephone service, including the cost of calls in connection with contract administration	PC Sum	1	40 000,00	40 000,00
	(ii) Handling costs and profits in respect to sub-item B14.03 (b) (i)	%	40000		
14.04	Carports				
	Carports, as specified, at offices and laboratory buildings for the Engineers site personnel. Minimum size of each to be 6,0 x 3,0 m Solid roof, not shade netting	No	2		
14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subclause 14.03(c)(ii)	Prov. Sum	1	300 000,00	300 000,00
	(b) Handling costs and profit in respect of sub-item 14.07(a) above	%	300000		
Total Carried Forward					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

**HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					
14.08	Services				
	(a) Services at offices and laboratories				
	(i) Fixed costs	Lump Sum	1		
	(ii) Running costs	month	12		
	(i) A4 and A3 colour facility, for use by contractor and engineer, including full maintenance	month	12		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

ACCOMMODATION OF TRAFFIC					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1500	ACCOMMODATION OF TRAFFIC				
B15.01	Accommodating traffic and maintaining temporary deviations including flagmen				
	(a) On the road	km	3		
	(b) On the cross roads and intersections	No	3		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations				
	(i) single lane	km	3		
	(b) Cut and borrow to fill				
	(i) Material to be sourced locally	m³	500		
15.03	Temporary traffic control facilities				
	(a) Flagmen	m/days	1250		
	(b) Portable STOP and GO-RY signs	No	6		
	(d) Amber flicker lights	No	6		
	(e) Road signs, R- and TR-series ( engineering grade background, size 900mm)	No	12		
	(f) Road signs, TW-series ( engineering grade background )	No	12		
	(g) Road signs, STW-, DTG-, and TG-series engineering grade background) , sizes as specified for 60 km / h	m²	12		
	(h) Delineators ( TW401/1) 1000 mm x 250 mm				
	(i) Single	No	500		
	(ii) Mounted back to back	No	500		
	(i) Movable barricade / road sign combination	No	10		
	(j) Traffic cones ( 750 mm high )	Prov. Sum	1	10 000,00	10 000,00
15.04	Relocation of traffic control measures	Lump Sum	1		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulder used as temporary deviations				
	(a) Temporary deviations	m³	600		
15.06	Watering of temporary deviations	kℓ	10000		
15.07	Blading by road grader of				
	(b) Existing roads used as temporary deviations	km-pass	20		
Total Carried Forward					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ACCOMMODATION OF TRAFFIC					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					0,00
15.10	Accommodation of traffic where the road is constructed as half widths	km			Rate only
B15.15 / B16.02	Overhaul				
	(a) Overhaul on material hauled in excess of 1,0 km ( ordinary overhaul )	m³.km	3000		
B15.15 / 34.01	Pavement layers of gravel materials				
	Pavement layers constructed from gravel taken from cut or borrow including freehaul up to 1,0 km				
	(h) Gravel wearing course compacted to				
	(i) 93% mod AASHTO density ( thickness 150 mm ) Material to be sourced locally.	m³			Rate only
Total Carried Forward To Summary					

## SCHEDULE A: ROADWORKS

				CLEARING AND GRUBBING	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	CLEARING AND GRUBBING				
17.01	Clearing and grubbing				
	(i) Road reserve areas	ha	6		
	(ii) Temporary bypass	ha	1		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1 m up to and including 2 m	No	5		
	(b) Girth exceeding 2 m up to and including 3 m	No			Rate only
	(c) Girth exceeding 3 m up to and including 4 m	No			Rate only
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m²	20		
17.05	Cleaning out of hydraulic strcutures				
	(a) Pipes with an internal dia up to including 750mm	m³	10		
	(b) Pipes with an internal dia exceeding 750mm	m³	30		
B17.07	Removal of buildings and structures	Prov. Sum	1	500 000,00	500 000,00
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	DAYWORKS
					AMOUNT R
1800	DAYWORKS				
B18.01	Personnel				
	(a) Unskilled	Hour	20		
	(b) Semi-skilled	Hour	20		
	(c) Skilled	Hour	20		
	(d) Gander	Hour	20		
	(e) Foremen	Hour	20		
B18.02	Equipment				
	(a) Tipper trucks				
	(i) 5m3	Hour	20		
	(ii) 10m3	Hour	20		
	(b) TLB	Hour	20		
	(c) Loader (0.5m3 bucket)	Hour	20		
	(d) Walk behind roller (BOMAG BW90)	Hour	20		
	(e) Water truck (5000l)	Hour	20		
B18.03	Materials				
	(a) Procurement of materials	Prov. Sum	1	20 000,00	20 000,00
	(b) Contractor's handling costs, profit and all othercharges in respect of B18.03	%	20000		
B18.04	Transport				
	(a) LDV (1 tonne)	km	50		
	(b) Flatbed truck (5 tonnes)	km	100		
	(c) Lowbed truck max (30tonne)	km	50		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

DRAINS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	DRAINS				
B21.01	Excavation for open drains				
LI	(a) Excavating soft material situated within the following depth ranges below the surface level using Labourers				
	(i) 0 m up to 1,5 m	m³	7500		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m³	147		
21.02	Clearing and cleaning out existing open drains	m³			Rate only
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems				
	(a) Outlet structures	No	10		
21.15	Overhaul for material hauled in excess of 1,0 km free haul ( normal overhaul )	m³.km	41385		
21.19	Selected backfill material under concrete lined side drains compacted to 93% of modified AASHTO density	m³	630		
LI					
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	PREFABRICATED CULVERTS	
				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	m³	4200		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	2100		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	525		
22.02	Backfilling				
	(a) Using the excavated material, including selected backfilling, 200 mm above pipe crown	m³	3100		
	(b) Using imported selected material, sourced locally, including selected backfilling, 200 mm above pipe crown	m³	1100		
	(c) Extra over subitem 22.02(a) and (b) for soil cement backfilling ( 4% of Portland cement by weight )	m³			rate only
22.03	Concrete pipe culverts				
	(b) On Class B bedding				
	(iii) 75D-load pipes, SC type, ogee joints				
	1) 600 mm diameter	m			Rate only
	2) 750 mm diameter	m			Rate only
	3) 900 mm diameter	m	928,0		
	4) 1050mm Diameter	m	658,0		
	5) 1200mm Diameter	m			Rate only
	Above items include the bedding and selected backfill material.				
22.07	Cast in-situ concrete and formwork				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes,				
	(i) Class 25/19 concrete	m³	50		
Total Carried Forward					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

PREFABRICATED CULVERTS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					
22.10	(d) Formwork of concrete under subitem 22.07(c) above				
	(i) Class F1 surface finish	m²	100		
	(ii) Class F2 surface finish	m²	100		
	Steel reinforcement				
22.12	(a) Mild steel bars	t	1		
	(b) High-tensile steel bars	t	1		
	(c) Welded steel fabric	kg	2000		
22.14	Removing existing concrete				
	(a) Plain concrete	m³	20		
	(b) Reinforced concrete	m³	20		
B22.18	Removing and stacking existing prefabricated culverts				
	Includes additional freee haul of 5,0 km, for total free haul of 10,0 km				
	(a) Concrete pipe culverts				
	(i) 600 - 750 mm diameter	m	20		
22.25	(ii) 825 - 900 mm diameter	m	20		
	Manholes, catchpits, precast inlet and outlet structures complete DWG SLM-STW-STD-01:				
	(f) Inlet and outlet structures Inclusive of all material except for the concrete in item 22.07	No	40		
22.29	Overhaul on excavated material carted to spoil, backfill material ( but excluding Portland cement in the case of soil cement ), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the ( 1.0 km ) free-haul distance	m³.km	55125		
B22.30	Dewatering and keeping dry of culvert excavations	No	40		
22.21	Cutting of concrete pipes				
	(a) 600-750 mm diameter	No	40		
	(b) 750-900 mm diameter	No	40		
	(c) 90-1200 mm diameter	No	40		
22.21	Accessories				
	(d) One layer malthoid on one layer prime at joints of prefabricated 300 mm wide, or similar approved	m	1322		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

**PREFABRICATED CULVERTS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward					
B22.23	(a) Service Duct pipes Ordinary pipes NexTube DN160 or similar approved complete with (a) 160mm diameter	m	64		
	(b) Manholes with locakble locks as per DWG SLM.....	no	16		
22.24	Duct marker blocks	no	16		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

**CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
B23.01	Concrete kerbing				
	(a) Edge beams				
	(i) Figure 12 pre cast kerb, edge restraint for paving blocks	m	3100		
	(b) SANS 927:2007				
	(ii) Figure 3, vertically, at sidewalks bellmouths and bus bays	m	100		
	(iii) Figure 8b in Curved sections and islands	m	3100		
	(iv) Figure 10, vertically, at bus bays	m	100		
	(c) Extra over subitem B23.01 (a) and (b) for excavating and backfilling materials for edge beam and kerbing in base course layer	m³	400		
23.07	Trimming of excavations for concrete-lined open drains				
	(a) In soft material	m²	2400		
	(b) In hard material	m²	800		
23.08	Concrete lining for open drains				
	(a) Cast insitu concrete ( class 25/19 concrete )	m³	240		
	(b) Class U2 surface finish to cast insitu concrete ( V drain )	m²	4500		
23.09	Formwork to cast insitu concrete lining for open drains ( class F2 surface finish )				
	(b) To sides with formwork on both internal and external faces ( each face measured )	m²	400		
	(c) To ends of slabs	m²	400		
23.10	Sealed joints in concrete linings of open drains	m	267		
23.12	Steel reinforcement				
	(c) Welded steel fabric	m2	2400		
23.13	Polyethylene sheeting ( 0,15 mm thick ) for concrete lined open drains	m²	2400		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	BORROW MATERIALS	
				RATE	AMOUNT R
3100	BORROW MATERIALS				
31.01	Excess overburden in borrow pits				
	(i) Borrow Pit	m³			Rate only
31.03	Finishing off borrow areas in				
	(a) Hard material	ha			Rate only
	(b) Intermediate material	ha			Rate only
	(c) Soft material	ha			Rate only
B31.06	Hydroseeding				
	(a) Hydroseeding with approved local grass to match existing				
	(i) Provide an approved seed mixture for hydroseeding	kg			Rate only
	(ii) Hydroseeding	ha			Rate only
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B****SCHEDULE A: ROADWORKS****SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS, AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3200	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS, AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS				
B32.01	Excavation of materials from Borrow pits				
	(a) Soft excavation	m <sup>3</sup>			Rate only
	(b) Hard excavation (other than by blasting)	m <sup>3</sup>			Rate only
	(c) Hard excavation by blasting	m <sup>3</sup>			Rate only
32.06	Stockpiling of material	m <sup>3</sup>			Rate only
	Only on instruction of the engineer.				
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

MASS EARTHWORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill ( also using borrow pit stockpile to fill ), including free haul up to 0,5 km				
	(a) Material in compacted layer thickness of 200 mm and less, compacted to 93% modified AASHTO density	m³	4536		
33.04	Cut to spoil, including free-haul up to 1,0 km				
	(a) Soft excavation	m³	4536		
	(b) Intermediate excavation	m³	500		
	(c) Hard excavation	m³			Rate only
33.09	Material bladed to windrow				
	(a) Windrow existing gravel wearing course, load, haul and stockpile, in for re-use in the gravel shoulder in item B34.01(g)	m³	500		
33.10	Roadbed preparation and the compaction of the material				
	(a) Compaction to 90% of mod AASHTO density	m³	3456		
33.12	Insitu treatment of roadbed				
	(a) Insitu treatment by ripping, to depth of 150 mm	m³	691		
33/16.00	Overhaul				
33/16.02	Overhaul of material for a distance exceeding 1,0 km	m3-km	47860		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	PAVEMENT LAYERS OF GRAVEL MATERIAL			
		UNIT	QTY	RATE	AMOUNT R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
	(a) Gravel selected layer compacted to				
	(i) 95% mod AASHTO density, 150 mm layer thickness (G7 material)	m³	3400		
B34.14	Pavement layers constructed from gravel taken from commercial sources				
	(a) Gravel selected layer (G7 material) compacted to				
	(ii) 95% mod AASHTO density, 150mm layer thickness	m³	3400		
	(f) Gravel subbase (chemically stabilised) G6 material compacted to				
	(i) 97% of modified AASHTO density (150mm)	m³	3400		
	(g) Gravel shoulders compacted to 95% modified AASHTO density (150mm thick)	m³	1566		
B34.15 /	Overhaul of material for a distance exceeding 1,0 km	m³.km	167320		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	STABILISATION AMOUNT R
3500	STABILISATION				
35.01	Chemical stabilisation extra over unstabilised				
	compacted layer				
	(b) Subbase				
	(i) Thickness, 150 mm	m³	3400		
35.02	Chemical stabilising agent				
	(g) Cement ( CEM II (32,5N) or approved similar ). Mechanical	t	220		
	modification ( extra over untreated layer )				
35.04	Provision and application of water for curing	kℓ	5000		
35.13	Extra over items 35.01 for trial sections	m³	300		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	CRUSHED-STONE BASE	
				RATE	AMOUNT R
3600	CRUSHED-STONE BASE				
36.01	Crushed-stone base:  (c) Constructed from type G2 material obtained from commercial sources and compacted to 85% of bulk relative density,150mm thick layer	m <sup>3</sup>	3000		
36.03	Crushed-stone base trial section (compacted to	m <sup>2</sup>	200		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	PRIME COAT AMOUNT R
4100	PRIME COAT				
41.01	(b) Quick drying RTH 1/4P tar prime	ℓ			Rate only
B41.01	(a) MC 30 prime (@0,8ℓ/m <sup>2</sup> )	ℓ	19500		
41.02	Aggregate for blinding	m <sup>2</sup>			Rate only
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

ASPHALT BASE AND SURFACING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
B42.02	Asphalt Surfacing (30mm thickness)				
	(a) Continuously graded (medium, 13.2mm stone)				
	(i) In all areas	m <sup>2</sup>	19500		
42.04	Tack coat of 30% stable-grade emulsion	ℓ	13650		
Total Carried Forward To Summary					

FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B  
SCHEDULE A: ROADWORKS

PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching:				
	(a) Plain pitching:				
	(1) Method 1	m <sup>2</sup>			Rate only
	(2) Method 2	m <sup>2</sup>			Rate only
	(b) Grouted stone pitching	m <sup>2</sup>			Rate only
	(c) Grouted stone pitching on a concrete bed	m <sup>2</sup>			Rate only
	(1) 50 mm thickness	m <sup>2</sup>			Rate only
	(2) 100 mm thickness	m <sup>2</sup>	200		
	(d) Wired-and-grouted stone pitching	m <sup>2</sup>			Rate only
Total Carried Forward					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	GABIONS
					AMOUNT R
5200	GABIONS				
52.01	Foundation trench excavation and backfilling				
	(a) In solid rock	m <sup>2</sup>	100		Rate only
	(b) In all other classes of material	m <sup>2</sup>	10		Rate only
52.02	Surface preparation for bedding the gabions	m <sup>2</sup>	10		Rate only
52.03	Gabions				
	(a) Galvanised gabion boxes,				
	(i) 1,5 m x 1,0 m x 1,0 m size and 80 mm x 100 mm x 2,7 mm diameter galvanised wire mesh	m <sup>3</sup>	100		Rate only
	(c) Galvanised gabion mattresses				
	(i) 0,3 m deep x 1,0 m x 1,0 m size and 80 mm x 100 mm x 2,5 mm diameter galvanised wire mesh	m <sup>3</sup>	50		Rate only
52.04	Filter fabric				
	(a) Grade 2				
	(i) Non woven	m <sup>2</sup>	65		Rate only
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	GUARDRAILS AMOUNT R
5400	GUARDRAILS				
54.01	Guardrails on timber posts				
	(a) Galvanised	m			Rate only
54.04	End treatments				
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No			Rate only
54.05	Additional guardrail posts				
	(a) Timber	No			Rate only
54.06	Reflective plates	No			Rate only
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	FENCING
					AMOUNT R
5500	FENCING				
55.01	Clearing the fence line, 2m wide strip	km	1		
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	km	1		
	(b) Zinc coated smooth wire	km	1		
	(c) Diamond mesh	m <sup>2</sup>	500		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	ROAD SIGNS
					AMOUNT R
5600	ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background.  (c) Prepainted galvanised steel plates ( chromadek or approved equivalent )  (i) Area not exceeding 2 m²  (ii) Area exceeding 2 m² but not 10 m²	m²    m²	100   40		
56.02	Extra over items 56.01 for using  (a) Background of retro-reflective material  (i) Class 1  (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material  (ii) Class III	   m²   m²	   40   40		
56.03	Road sign supports ( overhead road sign structures excluded ) structures excluded )  (a) Steel tubing	   t	   2		
56.05	Excavation and backfilling for road sign supports ( not applicable to kilometre posts )	m³	50		
56.06	Extra over item 56.05 for cement treated soil backfill	m³	10		
56.07	Speed hump, complete with markings as per standard drawing	No	4		
B56.11	Danger plates at culverts/structures  (a) Type A at stormwater culverts, including supports (W401) (150mm x 600mm)	No	80		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	ROAD MARKINGS	
					AMOUNT R	
5700	ROAD MARKINGS					
57.02	Retro-reflective road marking paint					
	(a) White lines ( broken or unbroken )					
	(i) 100 mm wide	km	8			
	(ii) 200 mm wide	km	1			
	(iii) 300 mm wide	km	1			
	(b) Yellow lines ( broken or unbroken )					
	(i) 100 mm wide	km	16			
	(d) White lettering and symbols	m²	100			
	(e) Yellow lettering and symbols	m²	100			
	(f) Transverse lines, painted island and arrestor bed markings ( any colour )	m²	100			
57.05	Road studs					
	(a) Bi-direction (1) Ferro Lynx steel body with shank (43 element glass reflective lens)	No	495			
57.06	Setting out and premarking the lines ( excluding traffic island markings, lettering and symbols )	km	4			
Total Carried Forward To Summary						

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	LANDSCAPING AND PLANTING PLANTS		
			QTY	RATE	AMOUNT R
5800	LANDSCAPING AND PLANTING PLANTS				
58.01	Trimming				
	(a) Machine trimming	m <sup>2</sup>	7200		
	(b) Hand trimming	m <sup>2</sup>	3600		
58.03	Preparing the areas for grassing				
	(a) Ripping	ha			Rate only
	(b) Scarifying for loosening topsoil	ha			Rate only
	(e) Providing and applying chemical fertilisers and / or soil improvmeent material				
	(ii) Superphosphate	t			Rate only
58.04	Grassing				
	(c) Hydroseeding				
	(i) Providing an approved seed mixture for hydroseeding	kg			Rate only
	(iii) Hyrdoseeding	ha			Rate only
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B****SCHEDULE A: ROADWORKS****FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing road and road reserve				
	Single carriageway road				
	(i) Road	km	4		
59.02	Treatment of old roads and temporary deviations	km	2		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

CONCRETE BLOCK PAVING FOR ROADS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7300	CONCRETE BLOCK PAVING FOR ROADS				
73.01	Concrete block paving				
LI	Segmented paving using 25 MPa concrete S-A blocks				
	(i) 60 mm thick, interlocking, colour, natural (sidewalks	m <sup>2</sup>	3100		
	(ii) 80 mm thick, interlocking, colour, natural for Bus stops complete	m <sup>2</sup>	300		
73.02	Cast insitu concrete edge and intermediate beams				
LI	(concrete class 25/19)				
	(i) 300 mm concrete edge beams	m <sup>3</sup>	6		
	(ii) 150mm concrete edge beam	m <sup>3</sup>	68		
73.03	Provision of approved herbicide and ant poison				
	(a) Provision of materials	PC Sum	1	50 000,00	50 000,00
	(b) Contractor's charges and profit added above item 73.03 (a)	%	50000		
73/3300	Cut and borrow to fill, including free haul up to 0.5km				
	(a) Gravel material in compacted layer (200mm)				
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>	800		
73/33.10	Roadbed preparation and compaction of material				
	(b) Compaction to 93% of modified AASHTO density	m <sup>3</sup>	800		
73/3400	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1km				
	(d) Gravel subbase (G6) material compacted to				
	(i) 95% of modified AASHTO density (150mm)	m <sup>3</sup>	720		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**

**SCHEDULE A: ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	TESTING MATERIALS AND WORKMANSHIP		
			QTY	RATE	AMOUNT R
8100	TESTING MATERIALS AND WORKMANSHIP				
B81.02	Other special tests requested by the engineer				
	(a) Cost of testing	Prov. Sum	1	50 000,00	50 000,00
	(b) Contractor's charges and profit added to Item B81.02 (a)	%	50000		
Total Carried Forward To Summary					

**FTM/T34/24/25 APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROADS CONTRACT B**  
**SCHEDULE A: ROADWORKS**

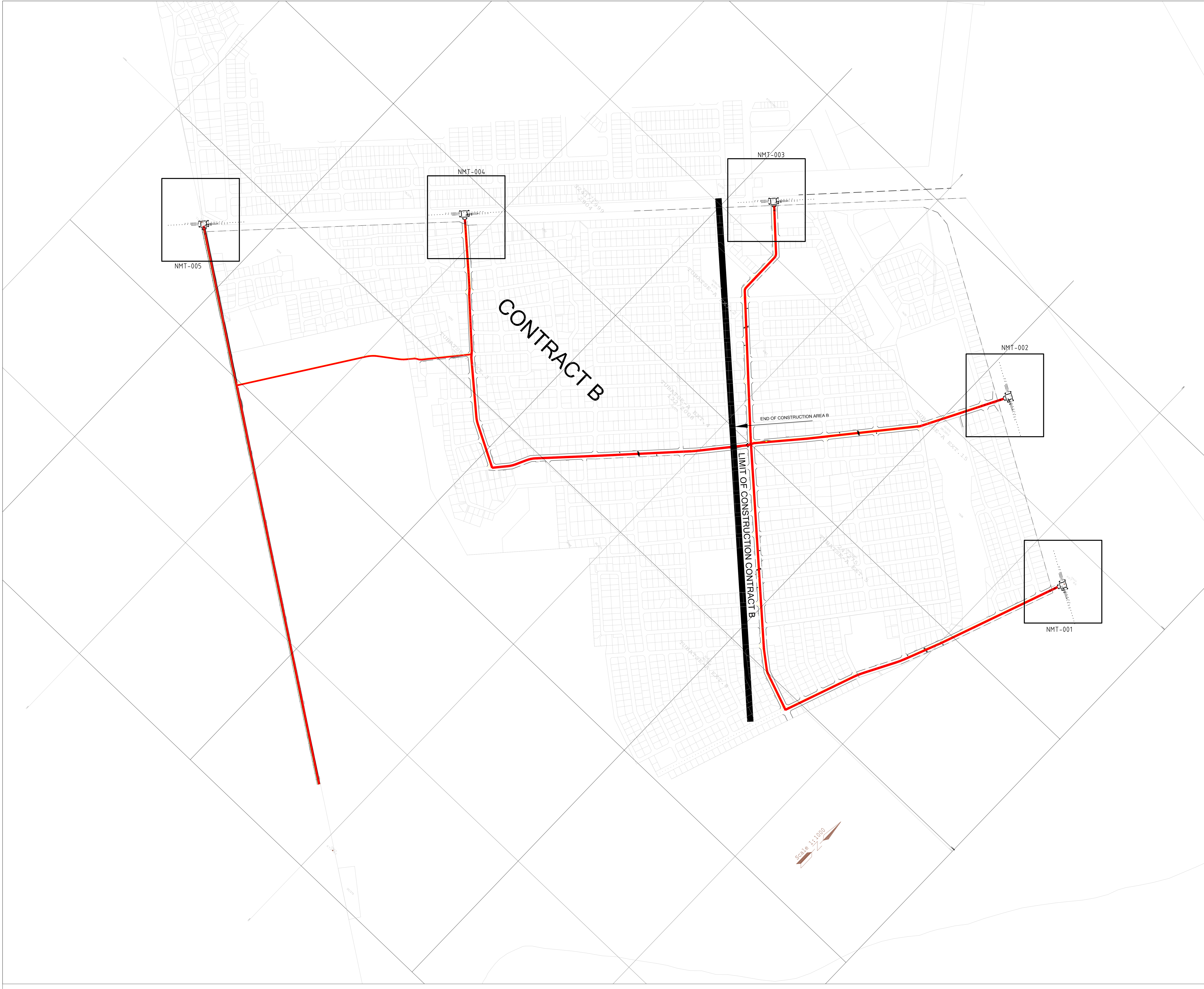
SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	AMOUNT R
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND	
3100	BORROW MATERIALS	
3200	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS, AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILISATION	
3600	CRUSHED-STONE BASE	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
5100	PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5500	FENCING	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5800	LANDSCAPING AND PLANTING PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
7300	CONCRETE BLOCK PAVING FOR ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
	SUBTOTAL 1	
	ADD 2,5% CONTINGENCIES	
	SUBTOTAL 2	
	ADD 15% VAT	
	FORM OF OFFER	

# **ANNEXURE K**

## **APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF SHUSHUMELA ACCESS ROAD- CONTRACT B**

### **TENDER DRAWINGS**





GENERAL NOTES

LEGEND

- ACCESS ROADS
- CADASTRAL BOUNDARY

A	CONCEPT DESIGN	23/09/2024	CW
No.	DESCRIPTION	DATE	BY

REVISION

CLIENT:



CONSULTANT:



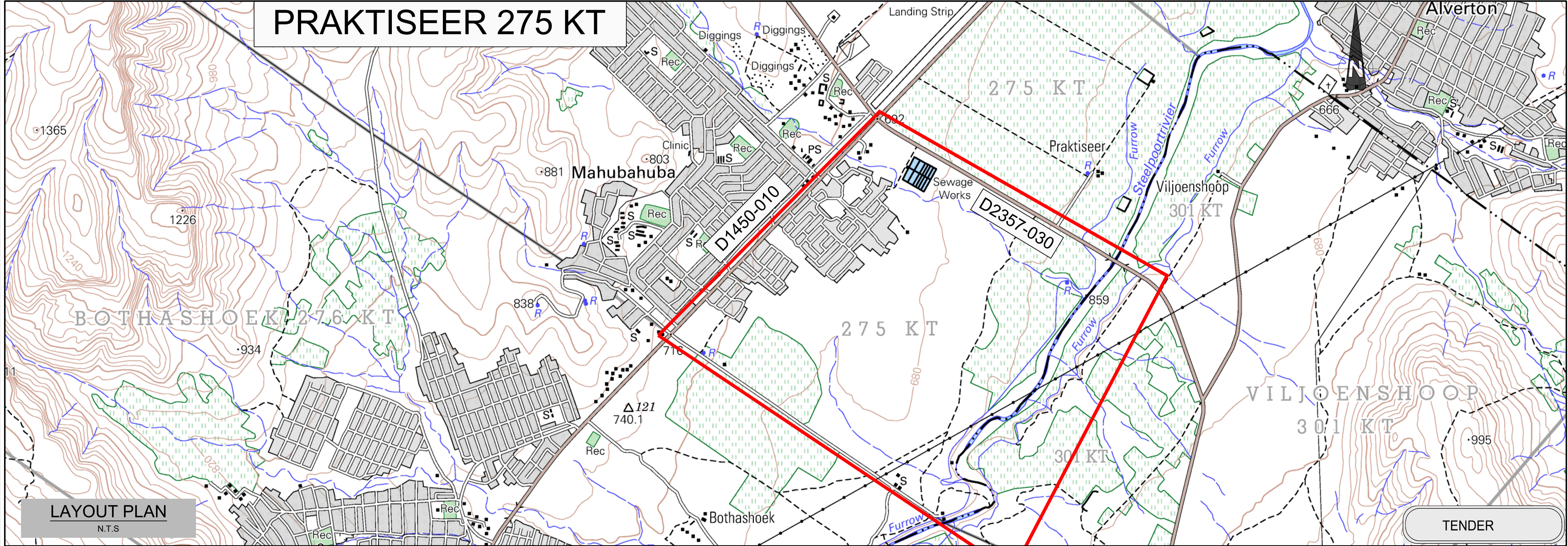
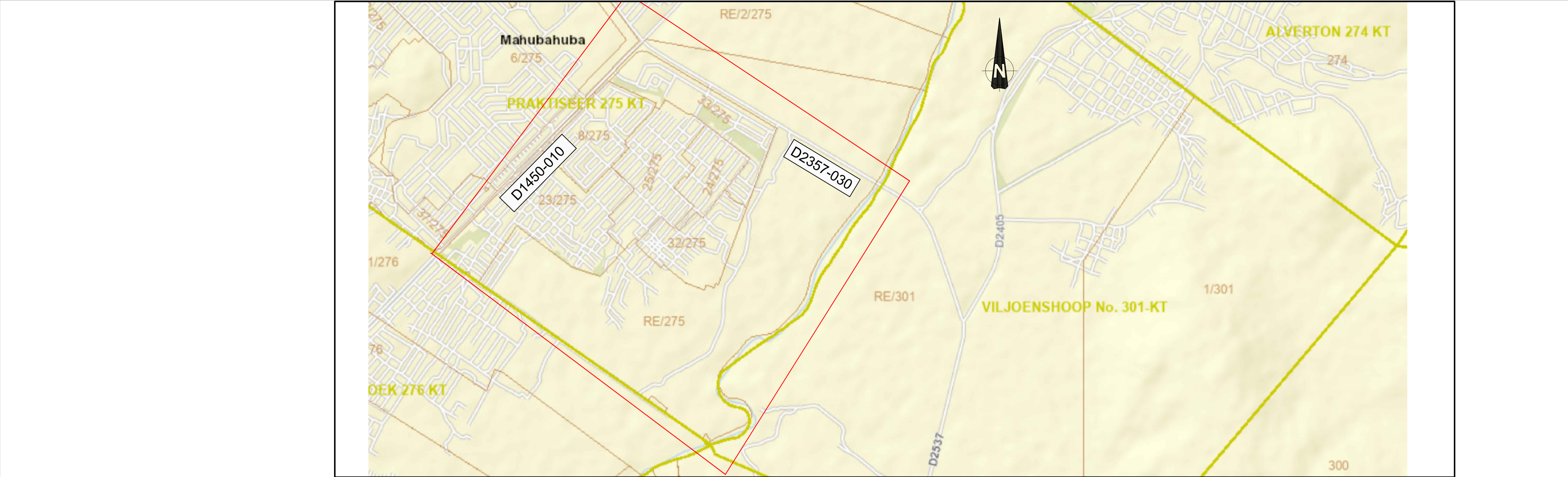
SLM Engineering Projects  
446 Tubatse Township  
Praktiseer  
1150  
Tel: 086 177 7719  
E-Mail: sellomatlakala@icloud.com



PROJECT: CONSTRUCTION OF SHUSHUMELA  
ACCESS ROADS IN TUBATSE - A  
EXTENSIONS 1,7 AND 8  
(SHUSHUMELA)

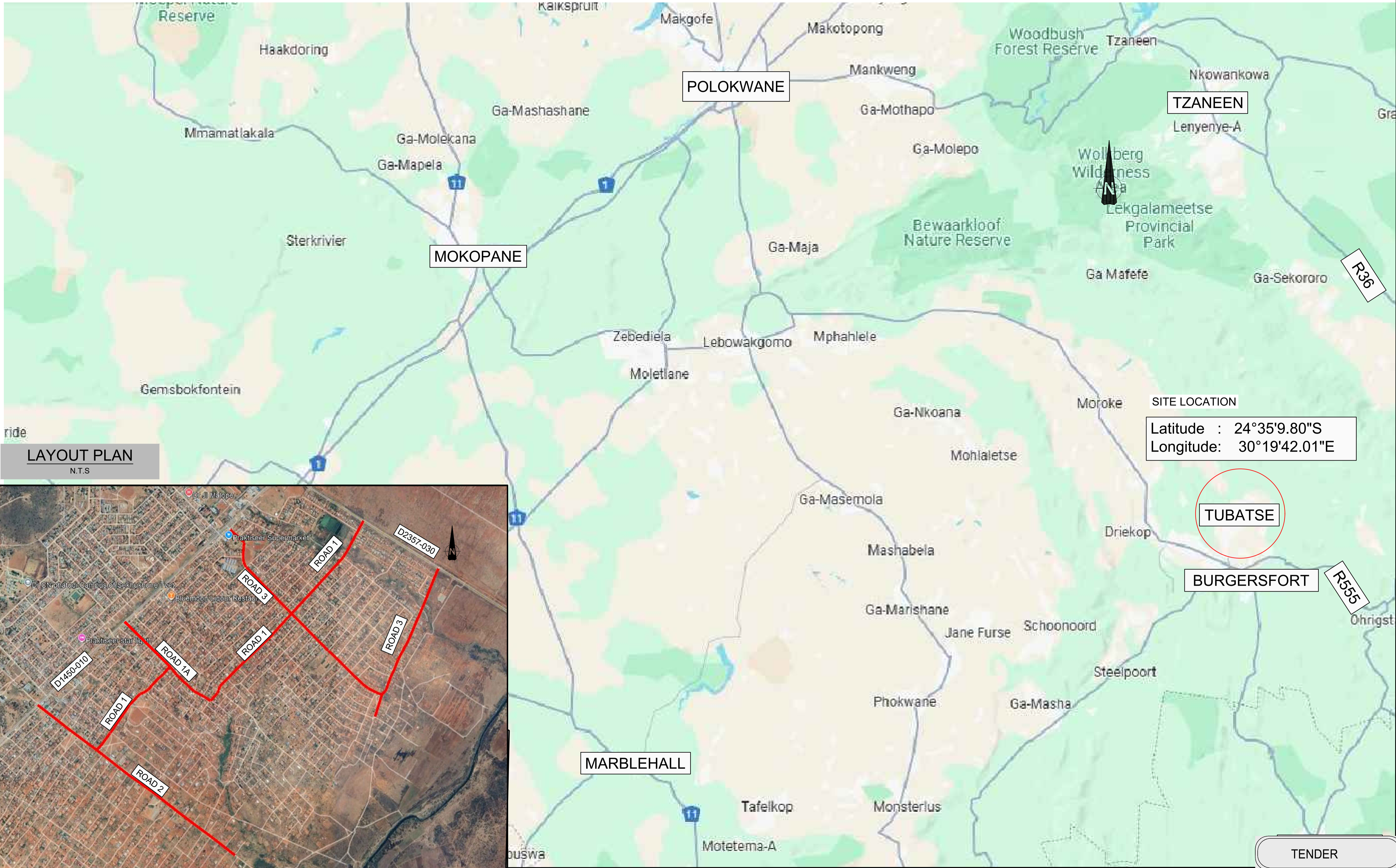
DRAWING TITLE: KEY PLAN  
CONTRACT B

DATE 23/09/2024	SCALE AS SHOWN	DRAWN C WEIDEMAN
DESIGN C WEIDEMAN	CHECKED G MAGAGULA	APPROVED G MAGAGULA
DESIGN ENGINEER APPROVAL:	DATE:	DATE:
PROJECT ENGINEER APPROVAL:	DATE:	DATE:
CLIENT APPROVAL:	DATE:	DATE:

J2317-SLM-KP-001	REVISION
A	



DRAWING CHECKED:		M.E. MULUVUHU Pr Tech Eng	<div>CONSULTANT</div> <div></div> <div>PHYSICAL ADDRESS 446 Tubatse Township Praktiseer Burgersfort 1150</div> <div>Tel: 082 381 5864 EMAIL: gamain@gmail.com</div>	CLIENT		CONTRACT NUMBER: FTM/T05/19/20		SCALE: AS SHOWN	
DRAWN BY:		M. MATHUBE		<div></div> <div>FETAKOMO TUBATSE LOCAL MUNICIPALITY ADDRESS 1 Kastania Street P.O. Box 206 Burgersfort 1150</div>	PROJECT CONSTRUCTION OF SHUSHUMELA ACCESS ROADS IN TUBATSE A IN EXTENSIONS 1,7 AND 8		DATE:SEPTEMBER 2024		
DESIGN CHECKED:		G.MAGAGULA Pr Tech Eng			DESCRIPTION LOCALITY PLAN		REVISION A		
DESIGNED BY:		M.E. MULUVUHU Pr Tech Eng					DRAWING NO: SLM-LOC-00		



LAYOUT PLAN  
N.T.S



DRAWING CHECKED: M.E. MULUVHU Pr Tech Eng		<div>CONSULTANT</div> <div></div> <div>PHYSICAL ADDRESS 446 Tubatse Township Praktiseer Burgersfort 1150  Tel: 082 381 5864 EMAIL: gamain@gmail.com</div>	CLIENT		CONTRACT NUMBER: FTM/T05/19/20		SCALE: AS SHOWN	
DRAWN BY: M. MATHUBE			<div></div> <div>FETAKGOMO TUBATSE LOCAL MUNICIPALITY ADDRESS  1 Kastania Street  P.O Box 206 Burgersfort 1150</div>	PROJECT CONSTRUCTION OF SHUSHUMELA ACCESS ROADS IN TUBATSE A IN EXTENSIONS 1,7 AND 8		DATE:SEPTEMBER 2024		
DESIGN CHECKED: G.MAGAGULA Pr Tech Eng				DESCRIPTION LOCALITY PLAN		REVISION A		
DESIGNED BY: M.E. MULUVHU Pr Tech Eng						DRAWING NO: SLM-LOC-00		