

# Fetakgomo Tubatse Local Municipality



**FTM/T36/24/25**

## **APPOINTMENT FOR A PANEL OF CIVIL ENGINEERING CONTRACTORS FOR ROUTINE ROADS AND STORMWATER AND RELATED WORKS MAINTENANCE WITH CIDB GRADING 2CE - 4 CE FOR A PERIOD OF 36 MONTHS**

<b>TECHNICAL ENQUIRIES</b>	<b>BIDDING RELATED ENQUERIES</b>
<b>Manager: Roads and storm water Mrs DR Ntuku</b>  Fetakgomo Tubatse Local Municipality  1 Kastania Street Burgersfort Civic Centre 1150  Tel: (013) 231 1000	<b>Supply Chain Management 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

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**FORM A**

**BID NOTICE**

**BID NO: FTM/T36/24/25**

**APPOINTMENT FOR A PANEL OF CIVIL ENGINEERING CONTRACTORS FOR ROUTINE  
ROADS AND STORMWATER AND RELATED WORKS MAINTENANCE WITH CIDB  
GRADING 2CE - 4 CE FOR A PERIOD OF 36 MONTHS**

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal.

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 **Mrs LM Mohlala** on the telephone number (013) 231 1000 or email [lmohlala@ftlm.gov.za](mailto:lmohlala@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****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FETAKGOMO TYUBATSE LOCAL MUNICIPALITY**

BID NUMBER:	FTM/T36/24/25	CLOSING DATE:	29 April 2025	CLOSING TIME:	12H00 PM
DESCRIPTION	<b>APPOINTMENT FOR A PANEL OF CIVIL ENGINEERING CONTRACTORS FOR ROUTINE ROADS AND STORMWATER AND RELATED WORKS MAINTENANCE WITH CIDB GRADING 2CE - 4 CE FOR A PERIOD OF 36 MONTHS</b>				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

1 KASTANIA STREET		OR		STAND NO 1	
CIVIC CENTRE				MASHUNG	
BURGERSFORT				GA-NKWANA	
1150				0739	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES 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]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply chain management		DEPARTMENT	Technical services	
CONTACT PERSON	Mrs LM Mohlala		CONTACT PERSON	Mrs DR Ntuku	
TELEPHONE NUMBER	013 231 1130		TELEPHONE NUMBER	013 231 1000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Immohlala@ftlm.gov.za		E-MAIL ADDRESS	drntuku@ftlm.gov.za	

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **FORM B**

### **1. BACKGROUND INFORMATION**

Fetakgomo Tubatse Local Municipality (FTLM) is not a licensed Water Services Authority (WSA) and Water

Service Provider (WSP). Due to this, the municipality is only responsible for Roads and Infrastructure

network, electricity network development and maintenance of various municipal facilities.

### **2. SPECIALIST WORKS**

- SB The extension, installation, repair, maintenance or renewal, or removal of asphalt.
- SJ The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures.
- SC The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support.
- SK The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage.
- SD The development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic).
- SL The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.
- SE Demolition of buildings and engineering infrastructure and blasting.
- SM Timber buildings and structures.
- SF The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation).
- SN The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.
- SG The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts.

- SO The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).
- SH The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works.
- SQ The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.
- SI The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery.

#### **Important notes when submitting Track record**

**Letter of Award:** An award letter must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The award letter must be signed and dated by an official from the client.

**Certificate of Completion:** The Certificate of Completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The Letter of Completion must be signed and dated by an official from the client.

Subcontracting work must be accompanied by a sub-contract agreement.

Joint Venture work must be accompanied by the Joint Venture agreement.

Please note that track record equating to substantial Supply of Materials, Provision of Labour and Plant Hire will

not be accepted as Track Record for CIDB registration.

### **3. Potentially Emerging Enterprises**

A registered, potentially emerging contractor may be awarded a contract at one level higher than the enterprise's registered contractor grading designation, if the client or employer is satisfied that such a contractor has the

potential to develop and qualify to be registered in that higher grade; and Ensures that financial, management or

other support is provided - in the context of a targeted development programme– to enable the contractor to successfully execute that contract.

### **4. GENERAL SPECIFICATION**

#### **i. Queries and contractual deviations**

- All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.
- All queries as well as the authority for any deviations from these technical specifications shall be directed to  
Director: Technical Services or his authorised representative, Tel. (013) 231 1000.
- Any work outside the scope of this technical specifications, carried out without the express instructions of the  
above or his authorised representative, will not be paid for under the terms of this contract and will be for the  
account of the contractor.

#### **ii. LABOUR**

Work shall be carried out in a professional manner, by experienced and suitably qualified workforce. Relevant provisions of the following labour legislation shall be applicable to this contract:

- The Labour Relations Act;
- The Basic Conditions of Employment Act
- The Employment Equity Act;
- The Occupational Health and Safety Act and Regulations;
- Unemployment Insurance Act;
- The Compensation for Occupational Injuries and Diseases Act.



- Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.
- EPWP regulations

### iii. Safety

- Safety is a pre-requisite to carrying out work at the Fetakgomo Tubatse Local Municipality (FTLM).  
Applicable  
safety legislation, standards and procedures are to be strictly adhered to at all times.
- The contractor will be required to sign a memorandum of agreement with FTLM regarding the legislative  
provisions related to the Occupational Health and Safety Act and Regulations and related acts.
- The successful contractors will be required to submit safety files to the Electrical Engineering Services  
Department before being considered for any appointments.

### iv. Quality control and inspections

- The FTLM reserves the right to inspect all contracts from inception to completion, whilst at the same time taking  
any necessary action to maintain the standards of the Municipality.
- The FTLM reserves the right to terminate any contract in the event of non-conformance to applicable  
legislation, policies, standards and procedures.

### v. CAPABILITIES AND COMMITMENTS

- Contractors are required to give satisfactory documentary evidence that they have relevant  
sufficient
- The final contract sum for the completed contract shall be subject to the terms and conditions in the  
letter  
of appointment or notice to proceed. Where applicable, the contract amount shall be calculated  
from the  
actual measured work done priced against the unit rates as agreed in the letter of appointment  
and/or as

negotiated before execution.

- No upfront or advance payment claims for work not yet done will be entertained.
- The FTLM reserves the right to withhold payment for work not done to requirements and/or specifications.
- The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

vii. Contract program

- The contracting services on this contract shall be supplied on a contractual basis for a period not exceeding three (3) financial years or as decided by the Accounting Officer, from dates stipulated in the Service Level Agreement.
- The municipality's usage of the contracting services shall only be provided on as-needed basis so that if the demand is not there, then the services will not be requested.

viii. Cost control

- Certain contracting services require billing rates for on-call services. The municipality shall determine all billing rates where applicable.
- The municipality reserves the right to negotiate billing rates or cost for any contracting service/s that is being allocated to a contractor.
- Selected contractors for a specific project or task may be required to submit quotations for competitive pricing.

## 5. TECHNICAL SPECIFICATION CIVIL CONTRACTORS

The bulk of works to be performed is under maintenance of mainly existing road facilities within the municipality which **experience continuous degradation, erosion, and aging of facilities.**

## **6. NATURE AND SIZE OF WORK**

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal:

- (i) Accommodation of traffic.
- (ii) Clearing and grubbing.
- (iii) Construction and clearing of drains.
- (iv) Installation of prefabricated culverts including inlet and outlet structures.
- (v) Concrete channelling and concrete linings for open drains.
- (vi) Pitching, stonework and protection against erosion.
- (vii) Construction of gabions.
- (viii) Erection of guardrails.
- (ix) Erection of road signs.
- (x) Landscaping.
- (xi) Finishing the road and road reserve.
- (xii) Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprise subcontractors is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises and Labour on other aspects of the Works in order to achieve the Contract Participation Goal.

## **7. COMMUNICATION AND LIAISON**

- Representative from the Municipality will be appointed to supply any necessary information on each required contracted service.
- The Council representative will act as the liaison between the Municipality and the successful bidder, and he/she will also undertake the necessary inspection and perform any measurements of work done to verify payment claim by the contractor.
- The Contractor must only proceed with any contracting service upon receipt of the Municipality's "Notice of Proceed" in form of Appointment letter or written

formal order and contractor will be required to enter into Service Level Agreement (formal contract) in term of section 116 of MFMA.

- The Contractor is also required to maintain efficient communication between himself and all parties concerned.
  - The Contractor's key personnel and director/s should be available to the Fetakgomo Tubatse Local Municipality within reasonable short notice if requested to do so.

## 8. CIDB Grading

2CE - 4 CE

Bidder to tick the applicable Grading: Tick on 1 (one) Box

2CE	3CE	4CE
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## **FORM C**

### **9. 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 2 phases:

Phase 1 – Administrative compliance

Phase 2 – Functionality

Bidders who meets the minimum threshold on functionality will be appointed onto the panel.

#### **9.1 ADMINISTRATIVE COMPLIANCE – PHASE 1**

A bid not complying with the peremptory requirements stated below will be regarded as “non-responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations 2022.

##### **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:

- Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
- All MBD forms must be Fully Completed and signed.
  
- Signing of the form of offer, completed in words and figures (with a bid price/amount) in full.
- Form of offer must be fully completed and signed.
- All pages of the bid document and General Condition of The Contract must be initialed.
- Completion of bid document must be in black ink. (Completion in pencil or red ink will disqualify the bid).
- Company Registration Documents-CK/CM Documents (If JV, for both)

- Joint Venture agreement, where applicable, the lead partner must have at least 51% or above shares in the company
- Certified copies of identity documents for all the directors of the bidding company must be attached.
- False or incorrect declaration on any of the MBD forms will result in disqualification.
- 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 (If both companies and all their directors):
  - I. If staying in a non-rate-able area, please attach original letter from the Tribal Authority / Chief or Headman / sworn affidavit or municipal proof of address
  - 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.
- Valid Proof of registration with CIDB grading 2CE - 4 CE attached
- Price amendment without signature will amount to disqualification (Initial all alterations in the BOQ)
- Copy of a Valid letter of good standing (COIDA).

**Please note that all certified documents must be originally certified and not older than 6 months of the closing date. Smart ID card must be printed on both sides.**

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

**The Municipality reserves the right to verify all documents attached**

## **9.2 EVALUATION ON FUNCTIONALITY – PHASE 2**

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

CIDB Grading 2CE-4CE				✓
<b>Company work</b> Experience in Roads and Stormwater Construction/ maintenance or related (Attach copy of appointment letter / Purchase order, corresponding reference letter with contactable reference and completion certificate)	<b>Company work Experience</b>		<b>40</b>	
	Attach 4 or more appointment letters /purchase orders and corresponding reference letter for roads and stormwater or Civil works Maintenance related projects	40		
	Attach 3 appointment letter /purchase orders and corresponding reference letter for roads and stormwater or Civil works Maintenance related projects	30		
	Attach 2 appointment letter /purchase orders and corresponding reference letter for roads and stormwater or Civil works Maintenance related projects	20		
	Attach 1 appointment letter /purchase orders and corresponding reference letter for roads and stormwater or Civil works Maintenance related projects	10		
	<i>(No points will be awarded if appointment letter/ task order is attached without completion certificate and vice versa.)</i>			
<b>Key personnel</b> No. Years' experience of (Project / contract Manager; & Safety Officer) Attach CV, Certified ID, Qualifications and a police affidavit of the person whose qualification and CV are used.	<b>Contract Management</b>		<b>40</b>	
	<b>Contracts Manager (5)</b> Attach the following: CV indicating a minimum of Five (5) years' proven experience in Road and stormwater maintenance and related • Certified copy of minimum NDip/ B-Tech/BSc/BEng: Civil Engineering,	20		
	<b>Site Agent (5)</b> Attach the following: • CV indicating a minimum of Five (5) years' proven experience in Road and stormwater maintenance and related. • Certified copy of minimum NDip: Civil engineering or construction	10		
	<b>Site Foremen (3)</b> Attach the following: • CV indicating a minimum of six (3) years' proven experience in Road and stormwater maintenance and related. • Certified copy of minimum NDip: Civil engineering or construction	5		
	<b>OHS and Environmental Officer (5)</b> Attach the following: CV indicating 3 years' experience in road and maintenance related projects Certified copy of Minimum SAMTRAC or OHS related Certificate or Higher	5		



	<b>Plant List</b>		<b>20</b>	
Property: Plant & Equipment (attach plant purchase agreement as proof of ownership / lease agreement and licensing certificates)  Bidders must submit proof of ownership and valid roadworthy certificate, Bidder who leases plant must submit valid proof of lease agreement or letter of intent in case of hiring with proof of ownership and valid roadworthy certificate of lesser.  NB: No attachments of the mentioned above documents will result in zero score		<b>owne d</b>	<b>le as ed</b>	
	1 TLB	07	3.5	
	Bakkie / One ton Truck	6	3	
	1 Tipper truck	07	3.5	
<b>TOTAL SCORE</b>	<b>Functionality criteria Formula:</b> All bidder with less than <b>70 points</b> will be disqualified from further evaluation	<b>100</b>		

### 9.3 PHASE THREE: PRICING AND SPECIFIC GOAL EVALUATION CRITERIA

**Price** = 80 points

**Specific goal** = 20 points (Locality)

- Companies within Fetakgomo Tubatse Local Municipality = 20 points
- Companies within Sekhukhune District = 15 points
- Companies within Limpopo Province = 10 Points
- Companies within RSA but outside Limpopo Province = 05

## 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/T36/24/25

Closing Time: 12H00

Closing Date: 29 April 2025

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

Required by:.....

- At:.....

- 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, shareholder<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**

1.10.1 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**

---

#### 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 **90/10** preference point system.
- b) **90/10** 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:

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<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/SERVICESPART 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 thecontract, 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 the restriction 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<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: I

certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorised 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 FOR A PANEL OF CIVIL ENGINEERING CONTRACTORS FOR ROUTINE ROADS AND STORMWATER AND RELATED WORKS MAINTENANCE WITH CIDB GRADING 2CE - 4 CE FOR A PERIOD OF 36 MONTHS**

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

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

.....**N/A**.....

(rands) (in words);

**R**.....**N/A**.....(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 organisation .....	
Address of organisation ..... .....	
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**

Notes:

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

1 Subject:

.....

Details:

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

2 Subject:

.....

Details:

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

3 Subject:

.....

Details:

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

4 Subject:

.....  
Details:  
.....  
.....  
.....  
.....

By the duly 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 consignee's 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 purchase 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 these services shall not relieve the provider of any warranty obligations under this contract;
- 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; and

- 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 fulfilment 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**

- 18.1 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.

- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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**

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**

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**

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**

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**

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 CONTRACT:**

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.



## PARTICULAR SPECIFICATIONS

### ANNEXURE J: EXPANDED PUBLIC WORKS PROGRAMME

#### F1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and the NYS programme.

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

#### F2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

##### F2.1 Labour enhanced construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour enhanced technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labor enhanced construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labor-Enhanced Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Contractors shall note that they shall employ in labour-enhanced works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- (a) Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- (b) Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-enhanced construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F4 of this Part F.

##### F2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- (a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of

1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and

- (b) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

### **F2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)**

All local labour required for the execution of labour-enhanced works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the affected ward councilor and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-enhanced works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the Ward Councillor and the EPWP Coordinator, selection of the local labour shall be made in terms of the Municipal procedures which will be championed by the ward cllrs and Epwp coordination team. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward.

The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most-needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- (a) 60% women;
- (b) 55% youth who are between the ages of 18 and 35; and
- (c) 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-enhanced works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

### **F2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons

as of 1 April each year.

## **F2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)**

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- (i) per task (for task-rated workers); or
- (ii) per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

## **F2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)**

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

## **F2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)**

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and

- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

## **F2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- (i) Protective overalls (two sets), green in colour, with EPWP branding;
- (ii) Lime green reflective safety vest with EPWP branding;
- (iii) Protective footwear; and
- (iv) Protective gloves.

- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:

- (i) Protective headwear, green in colour, with EPWP branding;
- (ii) Protective eyewear such as spectacles and goggles;
- (iii) Protective face shields;
- (iv) Protective earplugs and earmuffs;
- (v) Respiratory masks;
- (vi) Disposable safety apparel;
- (vii) Kidney belts;
- (viii) Safety harnesses; and
- (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or
- (iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee. The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

#### **F2.9 EPWP contract signboard**

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in chapter 1.3 of the bill of quantities for this purpose.

#### **F2.10 Payment matters relating to the EPWP work**

##### **F2.10.1 General**

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

##### **F2.10.2 Payment for labour-enhanced components of the work**

Payment will be made for items which are designated for labour-enhanced construction in the bill of quantities only in those instances where such items are constructed using labour-enhanced methods.

Any unauthorised use of construction equipment to carry out work which was scheduled to be carried out using labour-enhanced methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-enhanced construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-enhanced methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-enhanced methods.

#### **F2.11 Penalty applicable to any shortfall in the local labour content achieved**

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

- E<sub>o</sub> is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- C<sub>A</sub> is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

### **F3. NATIONAL YOUTH SERVICE (NYS)**

**Note:** The Contractor shall not be required to employ NYS workers in terms of this contract.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

#### **F3.1 The National Youth Service (NYS) programme**

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

#### **F3.2 Applicable labour laws**

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F2.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

#### **F3.3 Employer's project manager**

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

#### **F3.4 Persons to be employed under the NYS programme**

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

#### **F3.5 Contract of employment with persons employed under the NYS programme**

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

#### **F3.6 Employment of NYS workers**

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F2.5 above.

### **F3.7 Training of youth workers**

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

A compulsory 10-day life skills training must be provided before commencement of classroom training on NYS. This type of training must be provided by a NYDA accredited service provider as per the National Youth Service Framework from the National Department of Public Works.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F5 below).

### **F3.8 Contractor's obligations towards persons employed under the NYS programme**

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

### **F3.9 Apparel and tools for NYS workers**

The content of clause F2.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in Part F of the bill of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

### **F3.10 EPWP-NYS contract signboard**

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in chapter 1.3 of the bill of quantities for this purpose.

### **F3.11 Payment matters relating to the NYS work**

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

### **F4. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F4.1 below for reporting purposes. In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F4.2 below.

#### **F4.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this Part F of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

##### **F4.1.1 Participant (local labour) data**

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.



- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

#### **F4.1.2 Project work data**

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this Part F of section 3.3.
- (b) Summary of monthly attendance.

#### **F4.1.3 Project payment data**

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

#### **F4.1.4 Employment output data**

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be

obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

#### **F4.2 Project data to be submitted with the Contractor's payment certificates**

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

**SCHEDULE “K”**  
**BILL OF QUANTITIES**

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTE R C1.2</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C1.2</b>	<b>GENERAL REQUIREMENTS AND PAYMENT</b>				
C1.2.2.7	Preparation for Recruitment of EPWP Labours, Medical Surveillance, EPWP Work suites, Contracts and Beneficiary data list	Lump. Sum	Rate Only		
C1.2.2.8	Methodology for execution of Scope of works including Quality Control, Cashflow, Risk register, etc	Lump Sum	Rate Only		

<b>C1.2</b>	<b>TOTAL CARRIED FORWARD</b>	
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<b>SCHEDULE A: ROADWORKS</b>  <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>TOTAL BROUGHT FORWARD</b>				
<b>C1.2.8</b>	<b>Dayworks</b>				
C1.2.8.1	Personnel				
(a)	Unskilled labourer	hour	1		
(b)	Semi-skilled labourer	hour	1		
(c)	Skilled labourer	hour	1		
(d)	Gang leader	hour	1		
(e)	Foreman	hour	1		
(f)	Skilled Artisan	hour	1		
C1.2.8.2	Construction Equipment (specify size and/or model number)				
(a)	Motor grader	hour	1		
(b)	Vibratory roller	hour	1		
(c)	Pneumatic roller	hour	1		
(d)	Front end loader backhoe	hour	1		
(e)	Excavator	hour	1		
(f)	Compressor	hour	1		
C1.2.8.3	Vehicles (specify size)				
(a)	Light delivery vehicle	km	1		
(b)	Flatbed truck	km	1		
(c)	Dump Truck	km	1		
<b>C1.2</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

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SCHEDULE A: ROADWORKS					CHAPTER C1.5
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C1.5</b>	<b>ACCOMMODATION OF TRAFFIC</b>				
C1.5.2	Accommodation of vehicular traffic	month	1		
C1.5.7	Temporary traffic control facilities				
C1.5.7.1	Delineators including mounting bases and ballast:				
(a)	Single sided, reversible left or right (1000mm x 250mm)	No	1		
(b)	Double sided, reversible left or right (1000 mm x 250mm)	No	1		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	1		
C1.5.7.3	Flagmen	man-shift	1		
C1.5.7.4	Traffic controllers	man-shift	1		
C1.5.7.7	Traffic calming devices:				
(b)	Rumble strips as per SD0314/A	m	1		
(c)	Speed Control Humps as per SD0314/A	m	1		
C1.5.7.8	Traffic control stations	month	1		
P.S.C 1.5.13	(a) Blading by road grader of: > 6m				
	(i) Machine trimming: Normal Blading - 3%	km	1		
	(ii) Machine trimming: Dry Road Blading using Watercart - chamber 3%	km	1		
	(b) Blading by road grader of: < 6m				
	(i) Machine trimming: Normal Blading - Without using Watercart - 3%	km	1		
	(ii) Machine trimming: Dry Road Blading using Watercart- chamber 3%	km	1		
<b>C1.5</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b>		<b>CHAPTER C1.6</b>			
<b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>C1.6</b> C1.6.2 C1.6.2.1 P.S.C 1.6.11	<b>CLEARING AND GRUBBING</b> Grubbing Grubbing with machines and some hand labour where necessary Removal and grubbing of trees and tree stumps:  (c) Cutting of smaller trees. (i) Felling and Removal of trees : 200mm to 400mm (ii) Felling and Removal of trees : 401mm to 600mm (iii) Felling and Removal of trees : 601mm to 800mm (v) Chemical treatment of tree stumps with chemical	ha    No No No No	0.1    1 1 1 1		
<b>C1.6</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS</b> <b>WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER</b> <b>C1.7</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C1.7</b>	<b>LOADING AND HAULING</b>				
C1.7.1	Loading				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m <sup>3</sup>	1		
C1.7.1.2	Loading from heaps or windrows using machines and/some hand labour where necessary	m <sup>3</sup>	1		
C1.7.1.3	Loading by hand only from stockpile or heaps when labour enhancement work is specified or is not possible to use machines	m <sup>3</sup>	1		
C1.7.2	Hauling				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
(a)	Soil, gravel, crushed stone and pavement layer material	m <sup>3</sup> - km	1		
(b)	Boulders and hard material	m <sup>3</sup> - km	1		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil or stockpile are:				
(a)	Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m <sup>3</sup> - km	1		
(b)	Soil and gravel material	m <sup>3</sup> - km	1		
(c)	Boulders, hard material and concrete	m <sup>3</sup> - km	1		
<b>C1.7</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C3.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.1</b>	<b>DRAINS</b>				
C3.1.2	Clearing, shaping and disposal of accumulated sediment in existing unlined open drains				
C3.1.2.1	Using conventional methods	m <sup>3</sup>	1		
C3.1.3	Excavation, clearing and disposal of accumulated sediment in existing lined drains and drainage systems				
C3.1.3.3	Using labour enhanced construction methods :				
(a)	Manholes and inlet and outlet structures	m <sup>3</sup>	1		
(b)	Culvert barrels	m <sup>3</sup>	1		
(c)	Concrete or other lined side drains	m <sup>3</sup>	1		
C3.1.15	Repairing or replacing existing drainage systems	Prov sum	1	R 35 000	
C3.1.22	Test flushing of subsoil drain pipe systems	No	1		
P.S.C 3.1.25	Reshape and cut side and mitre drains	m	1		
<b>C3.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C3.2
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C3.2</b>	<b>CULVERTS</b>				
C3.2.1	Excavation for culvert structures:				
C3.2.1.1	Excavating in all material situated within the following depth ranges				



	below the surface level:				
(a)	0m to 1.5m	m <sup>3</sup>	1		
(b)	Exceeding 1.5m and up to 3.0m	m <sup>3</sup>	1		
C3.2.1.2	Excavating soft material 0 m to 1,5 m below the surface level using labour enhanced construction methods, or instructed by hand under Clause A3.2.7.2d):	m <sup>3</sup>	1		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m <sup>3</sup>	1		
C3.2.2	Backfilling:				
C3.2.2.1	Using the excavated material	m <sup>3</sup>	1		
C3.2.2.2	Using imported selected material:				
(a)	From commercial sources (G6)	m <sup>3</sup>	1		
C3.2.3	Concrete pipe culverts:				
C3.2.3.3	On Class C bedding Class 100D				
	2) 600 mm Diameter	m	1		
	3) 900 mm Diameter	m	1		
C3.2.3.5	Provision of skew ends of pipe culvert (Class 100D)				
	2) 600 mm Diameter	No	1		
	3) 900 mm Diameter	No	1		
<b>C3.2</b>	<b>TOTAL CARRIED FORWARD</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS</b> <b>WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER</b> <b>C3.2</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>TOTAL BROUGHT FORWARD</b>				
C3.2.7	Cast in situ concrete and formwork:				
C3.2.7.5	In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (30MPa)	m <sup>3</sup>	1		
C3.2.7.6	Formwork of concrete under items C3.2.7.3 to 5 above (F1 finish )	m <sup>2</sup>	1		
C3.2.10	Reinforcement:				
C3.2.10.3	Welded steel fabric (Ref 193)	kg	1		
C3.2.13	Removing and re-laying existing culverts:				
C3.2.13.1	Removing and stacking existing culverts for re-use (600mm concrete pipes)	m	1		
C3.2.16	Brickwork (Engineering bricks):				
C3.2.16.2	230 mm thick	m <sup>2</sup>	1		
C3.2.24	Compaction of bedding for inlets, outlets, manholes and catchpits:				
C3.2.24.1	Preparation and compaction of in situ bedding material to 90 % of MDD (150mm Deep)	m <sup>3</sup>	1		
<b>C3.2</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C3.3
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C3.3</b>	<b>CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS</b>				
C3.3.1	Concrete kerbing:				
C3.3.1.1	Prefabricated kerbing				
(a)	SABS 927 figure 7, as shown on drawing no. SD 0309/B	m	1		
(b)	SABS 927 figure 8, as shown on drawing no. SD 0309/B	m	1		
C3.3.2	Concrete kerbing-channelling combination:				
C3.3.2.1	Prefabricated kerbing-channelling				
(a)	Precast kerb (Fig. 6) and 1000m wide channel 7 as per SD0701/A	m	1		
(b)	Precast kerb (Fig. 6) and 500m wide channel 7 as per SD0701/A	m	1		
C3.3.3	Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves				
C3.3.3.1	On curves of radii more than or equal to 5,0 m but less than 20 m	m	1		
C3.3.3.2	On curves with radii more than or equal to 1,0 m but less than 5,0 m	m	1		
<b>C3.3</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS</b> <b>WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER</b> <b>C4.1</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C4.1</b>	<b>BORROW MATERIALS</b>				
C4.1.4	Removing of the overburden				
C4.1.4.1	In borrow pits	m <sup>3</sup>	1		
C4.1.5	Excavating of materials in the borrow pits and quarries, material obtained from				
C4.1.5.1	Soft excavation	m <sup>3</sup>	1		
C4.1.5.2	Boulder excavation class A	m <sup>3</sup>	1		
C4.1.5.4	Hard excavation (other than by blasting)	m <sup>3</sup>	1		
C4.1.15.1	Shaping and finishing the borrow pit and quarry areas, and the stockpile sites:				
(a)	Borrow pits	ha	0.1		
<b>C4.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM</b>						<b>CHAPTER C4.4</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>C4.4</b>	<b>COMMERCIAL MATERIALS</b>					
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers	m <sup>3</sup>	1			
C4.4.2.1	Pavement layer material:					
(q)	Natural or crushed gravel material for the wearing course of an unsealed road	m <sup>3</sup>	1			
<b>C4.4</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER C5.1</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C5.1</b>	<b>ROADBED</b>				
<b>C5.1.1</b>	<b>Roadbed construction and compaction</b>				
C5.1.1.2	Compaction of in-situ material to 93% of MDD	m <sup>3</sup>	1		
<b>C5.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C5.3
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C5.3</b>	<b>ROAD PAVEMENT LAYERS</b>				
C5.3.2	Construction of pavement layers				
C5.3.2.1	Construction of layers using conventional construction methods:				
(g)	Gravel wearing course layer (150mm) compacted to 95% of MDD	m <sup>3</sup>	1		
<b>C5.3</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER</b> <b>C8.5</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C8.5</b>	<b>STANDARD CRACK SEALING</b>				
C8.5.1.1	Cleaning cracks				
(a)	Cleaning cracks with cold compressed air	m	1		
C8.5.1.3	Priming (invert bitumen emulsion)	ℓ	1		
C8.5.1.4	Sealing the cracks				
(a)	Sealing using (Class C-E1 modified binder crack sealant)	ℓ	1		
<b>C8.5</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				



SCHEDULE A: ROADWORKS					CHAPTER C8.8
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C8.8</b>	<b>PATCHING AND EDGE BREAK REPAIR</b>				
<b>C8.8.1</b>	<b>Saw cutting pavement layers for patching</b>				
C8.8.1.1	Asphalt or bituminous surfacing to an average depth				
(a)	Not exceeding 50 mm	m	1		
(b)	Exceeding 50 mm but not exceeding 100mm	m	1		
(c)	Exceeding 100 mm	m	1		
C8.8.1.2	Cemented pavement layers to an average depth				
(a)	Not exceeding 100 mm	m	1		
(b)	Exceeding 100 mm but not exceeding 200 mm	m	1		
(c)	Exceeding 200 mm	m	1		
C8.8.1.3	Granular layers to an average depth				
(a)	Not exceeding 100 mm	m	1		
(b)	Not exceeding 200 mm	m	1		
(c)	Exceeding 200 mm	m	1		
C8.8.2	Excavation in existing pavements for patching (non-milling)				
C8.8.2.1	Asphalt layers				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(d)	Exceeding 100 m <sup>2</sup>	m <sup>3</sup>	1		
C8.8.2.2	Cemented layers				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(d)	Exceeding 100 m <sup>2</sup>	m <sup>3</sup>	1		

C8.8.2.3	Other layers (Granular)				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
<b>C8.8 TOTAL CARRIED FORWARD</b>					

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SCHEDULE A: ROADWORKS					CHAPTER C8.8
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>TOTAL BROUGHT FORWARD</b>				
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(d)	Exceeding 100 m <sup>2</sup>	m <sup>3</sup>	1		
C8.8.3	Compacting the floor of excavations for patching (98% MOD AASHTO)	m <sup>2</sup>	1		
C8.8.4	Backfilling of excavations for patching with: Chemically stabilised pavement materials				
C8.8.4.1	(G2 Stabilised with 2% Cement compacted to 98% MOD AASHTO) for a patch with a surface area:				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	m <sup>3</sup>	1		
(d)	Exceeding 100 m <sup>2</sup>	m <sup>3</sup>	1		
C8.8.4.3	Asphalt for a patch with a surface area (Continuously graded medium asphalt with a 50/70 Pen Grade binder with a maximum aggregate size of 14mm and compacted to a density of 97% RICE):				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		
(d)	Exceeding 100 m <sup>2</sup>	t	1		
C8.8.4.4	Granular base material (G2 compacted to 85% Bulk Relative Density) for a patch with a surface area:				
(a)	Not exceeding 10 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		
(b)	Exceeding 10 m <sup>2</sup> but not exceeding 50 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		
(c)	Exceeding 50 m <sup>2</sup> up to 100 m <sup>2</sup> , including for edge repairs wider than 250 mm	t	1		

(d)	Exceeding 100 m <sup>2</sup>	t	1		
<b>C8.8</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

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<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER C9.1</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C9.1</b>	<b>ASPHALT LAYERS</b>				
<b>C9.1.1</b>	<b>Asphalt mix designs</b>				
C9.1.3	Application of bond coat				
C9.1.3.2	Applied in restricted areas using a portable pressure sprayer	ℓ	1		
C9.1.3.3	Applied by hand using brushes on all exposed transverse and longitudinal construction joints	ℓ	1		
<b>C9.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C11.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C11.1</b>	<b>PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION</b>				
C11.1.1	Foundation trenches for stone masonry walls				
C11.1.1.1	Excavating foundation trenches in soft material using labour enhanced construction methods 0 m to 1,0 m depth	m <sup>3</sup>	1		
C11.1.1.2	Excavating foundation trenches in intermediate material using labour enhanced construction methods 0 m to 1,0 m depth	m <sup>3</sup>	1		
C11.1.2	Stone pitching				
C11.1.2.1	Plain stone pitching				
(a)	Method 1	m <sup>2</sup>	1		
C11.1.2.3	Grouted stone pitching on a concrete bed	m <sup>2</sup>	1		
C11.1.6	Concrete edge beams (30 MPa)	m <sup>3</sup>	1		
<b>C11.1</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

SCHEDULE A: ROADWORKS					CHAPTER C11.2
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C11.2</b>	<b>NON-STRUCTURAL GABIONS</b>				
C11.2.1	Foundation trench excavation:				
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level				
(a)	0 m to 1,5 m	m <sup>3</sup>	1		
(b)	Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	1		
(c)	Etc, in increments of 1,5 m	m <sup>3</sup>	1		

C11.2.1.2	Extra over sub-item C11.2.1.1 for excavation in hard material, irrespective of depth	m <sup>3</sup>	1		
C11.2.1.3	Excavating soft material within 1,5 m below the surface level using labour enhanced construction methods:	m <sup>3</sup>	1		
C11.2.1.4	Excavating intermediate material within 1,5 m below the surface level using labour enhanced construction methods:	m <sup>3</sup>	1		
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m <sup>2</sup>	1		
C11.2.3	Gabion boxes and mattresses:				
C11.2.3.1	Galvanized gabion boxes (dimensions of box) (i) 2,0m long x 1,0m wide x 1,0m deep (mesh size 80mm x 100mm, with 2,7mm OD frame wire & 2,2mm OD mesh wire)	m <sup>3</sup>	1		
C11.2.3.3	Galvanized gabion mattresses (dimensions of mattress) (i) 6,0m long x 2,0m wide x 0,3m deep (mesh size 80mm x 100mm, with 2,5mm OD frame wire and 2,2m OD mesh wire, diaphragm spacing 1,0m)	m <sup>3</sup>	1		
C11.2.4	Geotextile (Nonwoven continuous filament needle punched geotextile grade A4)	m <sup>2</sup>	1		
C11.2/C1 3.1.8.1	Backfill to excavations utilising labour:				
	Material from excavation	m <sup>3</sup>	1		
C11.2/C1 3.1.14	Foundation fill consisting of:				
	Mass concrete (class 15/35)	m <sup>3</sup>	1		
<b>C11.2</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b>					<b>CHAPTER C11.4</b>
<b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>C11.4</b>	<b>ROAD RESTRAINT SYSTEMS</b>				
C11.4.1	Erecting of guardrails at 3,81 m spacing				
C11.4.1.1	Complete galvanized system compliant to SANS 1350:				
(a)	On timber posts (Drawing SD 1101/B)	m	1		

	(d)	Extra over C11.4.1.1(a) and C11.4.1.1(b) for excavating holes of posts using labour enhanced methods (soft and intermediate)	m	1		
C11.4.1.2		Terminal sections for 3,81 guardrails comprising of:				
	(a)	End wings to SANS 1350	No	1		
	(b)	Bullnoses to SANS 1350	No	1		
	(c)	Bridge adapters to SANS 1350	No	1		
	(d)	End treatments where single guardrail sections are specified (As per drawing SD 1102/A)	No	1		
	(e)	End treatments where double guardrail sections are specified (As per drawing SD 1102/A)	No	1		
	(g)	Extra over C11.4.1.2(d) and C11.4.1.2(e) for excavating holes for posts using labour enhanced methods (soft and intermediate)	No	1		
C11.4.4		Extra over for horizontally curved guard rails				
C11.4.4.1		Extra over C11.4.1 and C11.4.11 for horizontally curved guard rails factory bent to a radius of less than 45 m	m	1		
C11.4.5		Additional guardrail posts for 3,81 m systems:				
C11.4.5.1		Timber	No	1		
C11.4.6		Reflective plates				
C11.4.6.1		Steel plates	No	1		
C11.4.7		Removing existing guardrails:	m	1		
<b>C11.4</b>	<b>TOTAL CARRIED FORWARD</b>					

SCHEDULE A: ROADWORKS					CHAPTER C11.4
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>TOTAL BROUGHT FORWARD</b>				
<b>C11.4.9</b>	<b>Re-erection of guardrails with recovered or provided material:</b>				



C11.4.9.1	Single guardrail	m	1		
C11.4.9.3	Extra over C11.4.9.1 and C11.4.9.2 for excavating holes of posts using labour enhanced methods	m	1		
<b>C11.4.10</b>	<b>End treatments to existing guardrails with recovered or provided material:</b>				
C11.4.10.1	End wings	No	1		
C11.4.10.2	Bullnoses	No	1		
C11.4.1.1	Bridge adaptors	No	1		
C11.4.10.4	End treatments with single guardrails	No	1		
<b>C11.4.11</b>	<b>New material required for the re-erection guardrails with recovered materials:</b>				
C11.4.11.1	Guardrails, 3,81 m compliant to SANS 1350	No	1		
C11.4.11.2	Timber posts compliant to SANS 457	No	1		
C11.4.11.4	Reflective plates	No	1		
C11.4.11.5	Spacer blocks compliant to SANS 457	No	1		
C11.4.11.6	Splice bolt complete with nut and washer compliant to SANS 1350	No	1		
C11.4.11.7	Post bolt complete with nut and washer compliant to SANS 1350	No	1		
<b>C11.4.15</b>	<b>Disposal of existing guardrails</b>				
C11.4.15.1	Straight or curved longitudinal guardrails	m	1		
C11.4.15.2	End treatments with single guardrails	m	1		
C11.4.15.3	End treatments with double guardrails	m	1		
<b>C11.4</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>						<b>CHAPTER</b> <b>C11.5</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>C11.5</b>	<b>FENCING</b>					
C11.5.1	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:					
C11.5.1.1	Zinc-coated barbed wire (SABS 675) - High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire - Galvanised, Class A	km	1			
C11.5.1.2	Zinc-coated smooth wire - 4,0mm dia,mild steel straining wire, Grade C galvanised	km	1			
C11.5.1.7	Standards 2,0m x 2,5 kg/m mild steel y section	No	1			

C11.5.1.8	Droppers 1,4m x 0,56 kg/m mild steel ridge back section	No	1		
C11.5.1.9	Straining posts, stays and anchors:				
(a)	Vertical				
(i)	Steel straining posts (Notched 2100 x 125mm galvanized & anchored in concrete)	No	1		
(c)	Horizontal				
(i)	Steel stays and anchors (100mm diameter and wall thickness 3mm)	No	1		
C11.5.4	Dismantling existing fences and gates:				
C11.5.4.1	Fences:				
(a)	Stock-proof fences	km	1		
C11.5.9	Repairing existing fences (Stock Proof)	km	1		
<b>C11.5</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b>					<b>CHAPTER C11.6</b>
<b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>C11.6</b>	<b>ROAD SIGNS</b>				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.8	Regulatory signs, temporary				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1		
C11.6.1.10	Warning signs, temporary				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1		
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts)				
	Excavating soft or intermediate material and backfilling using labour enhanced construction methods	m <sup>3</sup>	1		
C11.6.5.2					
C11.6.5.4	Extra over item C11.6.5.1 for hard material excavation	m <sup>3</sup>	1		
<b>C11.6 TOTAL CARRIED FORWARD TO SUMMARY</b>					

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS</b> <b>WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>					<b>CHAPTER</b> <b>C11.7</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C11.7</b> <b>CPG</b>	<b>ROAD MARKINGS AND ROAD STUDS</b>				
<b>C11.7.2</b>	<b>Retro-reflective road marking:</b>				
C11.7.2.1	White lines broken or unbroken (Retro-reflective road-marking paint)				
	(i) 100 mm wide	km	1		
	(ii) 200 mm wide	km	1		
C11.7.2.2	Yellow lines broken or unbroken (Retro-reflective road-marking paint)				
	(i) 100 mm wide	km	1		
C11.7.2.11	Labour enhanced hand painted white lettering and symbols (Retro-reflective road-marking paint)	m <sup>2</sup>	1		
C11.7.2.12	Labour enhanced hand painted yellow lettering and symbols (Retro-reflective road-marking paint)	m <sup>2</sup>	1		
C11.7.2.13	Labour enhanced hand painted transverse lines, painted island and arrestor bed markings (any colour) (Retro-reflective road-marking paint)	m <sup>2</sup>	1		
C11.7.5	Variations in rate of application:				
C11.7.5.1	White paint	/	1		
C11.7.5.2	Yellow paint	/	1		
C11.7.5.4	Retro-reflective beads	kg	1		
C11.7.7	Road studs				
C11.7.7.2	Permanent road studs compliant to SANS 1463				
	(a) 100 mm x 100 mm x 20 mm high, plastic stickon type with 43-bead glass reflectors (bidirectional type, any colour)	No	1		

C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km	1		
<b>C11.7</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS</b> <b>WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>						<b>CHAPTER</b> <b>C11.9</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>C11.9</b>	<b>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b>					
C11.9.1	Finishing the road and road reserve:					
C11.9.1.2	Single carriageway road	km	1			
<b>C11.9</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

<b>SCHEDULE A: ROADWORKS</b> <b>PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN</b> <b>THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY</b>						<b>CHAPTER</b> <b>P.S.C 15.1</b>
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
P.S.C 15.1	<b>CHEMICAL CONTROL OF UNDESIRABLE VEGETATION</b>					
P.S.C.15.1.1	Chemical control of undesirable vegetation.					
	(a) Shoulder weed-spray 300 mm wide	m	1			
	(b) Under guardrails 500 mm wide	m	1			
	(c) Openings, cracks, joints 100mm wide	m	1			
	(d) Around poles, kilometer markers, road signs, and guard rail posts. The area around the signs and kilometre posts are required to be a 2 m radius.	No	1			
	(e) Block paved and other paved areas	m <sup>2</sup>	1			
	(f) Along the road reserve					
	(i) Isolated areas	m <sup>2</sup>	1			
	(ii) Dense areas ( areas more than 20% infested)	ha	1			
<b>P.S.C 15.1</b>	<b>TOTAL CARRIED TO SUMMARY</b>					

## SCHEDULE A: ROADWORKS

### SUMMARY OF SECTIONS

#### PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY

CHAPTER	DESCRIPTION	Page no;	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT		
C1.5	ACCOMMODATION OF TRAFFIC		
C1.6	CLEARING AND GRUBBING		
C1.7	LOADING AND HAULING		
C3.1	DRAINS		
C3.2	CULVERTS		
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMES, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS		
C4.1	BORROW MATERIALS		
C4.4	COMMERCIAL MATERIALS		
C5.1	ROADBED		
C5.3	ROAD PAVEMENT LAYERS		
C8.5	STANDARD CRACK SEALING		
C8.8	PATCHING AND EDGE BREAK REPAIR		
C9.1	ASPHALT LAYERS		
C11.1	PITCHING, STONEMASONRY, CAST IN SITU CONCRETE FOR PROTECTION FOR PROTECTION AGAINST EROSION		
C11.2	NON-STRUCTURAL GABIONS		
C11.4	ROAD RESTRAINTS SYSTEMS		
C11.5	FENCING		
C11.6	ROAD SIGNS		
C11.7	ROAD MARKINGS AND ROAD STUDS		
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS		
P.S.C 15.1	CHEMICAL CONTROL OF UNDERSIRABLE VEGETATION		
TOTAL CARRIED FORWARD TO SUMMARY (Page C99)			

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**C2.3 SUMMARY OF BILL OF QUANTITIES**  
**PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN**  
**THE FETAKGOMO TUBATSE LOCAL MUNICIPALITY**

DESCRIPTION	FROM PAGE	AMOUNT
TOTAL SCHEDULE A : ROADWORKS	C62	
<b>Subtotal 1</b>		
CONTINGENCIES (10% of Subtotal 1)		
<b>Subtotal 2</b>		
CONTRACT PRICE ADJUSTMENT AND RISE & FALL (10% of Subtotal 2)		
<b>Subtotal 3</b>		
VAT (15% of Subtotal 3)		
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>		

**Signed on behalf of the Tenderer:**

..... (Signature)

**Date:**

.....

**Tenderer's Name:**

.....

**(Company Name)**

**DISCLAIMER**

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

