



Royal Bafokeng Administration

PO Box 1

Phokeng

0335

Tel: (014) 566 1200

Email: info@bafokeng.com

Website: www.bafokeng.com

Date: 18 October 2024

Contract Description: Routine Road Maintenance Services within RBN areas

Contract No.: RBA/PROJROADS-MAINT/2024/RFP01

Request for Proposal

Dear Service Provider,

Royal Bafokeng Administration would like to invite you to provide us with a proposal for the project -
Routine Road Maintenance Services within RBN areas

Tenderer Information (to be completed)

Name of Bidder	
Postal Address	
Street Address	
Telephone number	
Mobile number	
e-mail address	
VAT Registration number	

1. TENDER DETAILS

Tender Validity Period: 90 Days

Publication Date: 18 October 2024

RFP Document Available: 18 October 2024

Closing Date and Time: 31 October 2024, 12H00

Date of Expiry of Validity: 29 January 2024

Place to be advertised: RBED e-mails and sms

2. SCOPE OF WORK

The standard specifications on which the civil works in this contract is based are Standards South Africa's Standardized Specifications for Road and Bridge Works for State Road Authorities (COLTO) (1998).

The following document shall form part of this Contract (Attached to this RFP)

The document "General Conditions of Contract for Construction.", Third Edition (2015), of the South African Institution of Civil Engineers

The work includes the following work on or next to the roads and streets in the greater Bafokeng area as described in detail below.

- Cleaning out blocked or silted up stormwater pipe culverts, kerb inlets and open drains
- Clean up of silting and down wash from road surface
- Repair of damaged kerbs and edge beams
- Repair work to concrete side drains, kerb inlets, culvert headwalls etc.
- Guard rail repairs
- Repair work to broken or sagging block paving
- Cut of grass and vegetation in road reserve area
- Repair existing fencing and erect new fencing
- Road signs
- Road markings
- Minor concrete works
- Stone Pitching
- Repair existing speedhumps / Construct new speedhumps

The exact Scope of Work is unknown at this stage. The Scope of Work will only be identified once the successful tenderers are appointed. A visual inspection will be conducted on the section of work under consideration, for a specific tenderer, in a specific area. A design, for the remedial action required, will be prepared for the execution of the work. The Scope of Work for each successful tenderer will be measured, quantified and a bill of quantity will be compiled and submitted to INFRACO for approval and forwarded to the Procurement Department to compile a purchase Order.

3. CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015 Third Edition) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

The additional clauses to the General Conditions of Contract are:

5.12.2.2 Extension of time due to Abnormal Rainfall

Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V = Extension of time in calendar days for the calendar month under consideration

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

R_w = Actual total rainfall in mm recorded during the calendar month under consideration

N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of N_n and R_n shall apply:

Month	R _n (mm)	N _n (days)
January	130,1	4
February	94,2	3
March	75,1	2
April	60,3	2
May	9,8	0
June	5,9	0
July	1,6	0
August	7,2	0
September	18,8	0
October	57,5	2
November	89,4	3
December	105,8	3
TOTAL	655,7	19

Unless otherwise provided in the Site Information, the value of “n” shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.

Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of “n” normal working days.

The value of “n” does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (N_w – N_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (R_w-R_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

Part 1: Contract Data completed by the Employer

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

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

Compulsory Data

Clause 1.1.1.13;

The Defects Liability Period is 365 days

Clause 1.1.1.14:

The time for achieving Practical Completion is 2 Years.

Clause 1.1.1.15:

The name of the Employer is Royal Bafokeng Administration.

Clause 1.2.1.2:

The address of the Employer is

The physical address is No. 1 Direpotsane Road, Phokeng Civic Centre, Phokeng, 0335.

Postal Address is PO Box 1, Phokeng, 0335

e-mail address is masego.ngolwane@bafokeng.com

Telephone number: 014 566 1262

Clause 1.1.1.16:

The name of the Employer's Agent is Phatwe Consulting Engineers (Pty) Ltd.

Clause 1.2.1.2:

The address of the Employer's Agent is

The physical address is No 19A Von Wielligh Street, Rustenburg, 0299.

Postal Address is P O Box 7656, Rustenburg, 0300

The e-mail address is marius@phatwe.co.za

and fax number where the Employer's Agent will receive notices is 014 597 0758.

Clause 1.1.1.26:

The Pricing Strategy is a Remeasurable Contract.

Clauses 5.1.1 and 5.8.1:

The non-working days are Sundays.

The special non-working days are:

1. South African Public holidays and
2. The year-end break commencing on 16 December and ending on 5 January.

Clause 5.3.1:

The documentation required before commencing with the Works are:

1. Health and Safety Plan (Refer to Clause 4.3);
2. Initial programme (Refer to Clause 5.6);
3. Security (Refer to Clause 6.2) and
4. Insurance (Refer to Clause 8.6).

Clause 5.3.2:

The time to submit the documentation required before commencement of the Works is 7 days.

Clause 5.13.1:

The penalty for failing to complete the Works R2000.00 per day.

Clause 5.14.1:

The requirements for achieving Practical Completion are completing the scope of works such that it can be used for its intended purpose and occupation without danger or undue inconvenience to the Employer.

Clause 5.16.3:

The latent defects period is 10 years.

Clause 6.8.2:

The application of a Contract Price Adjustment factor will not apply to this Contract.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is 80 percent.

Clause 6.10.3;

The limit of retention money is 5% of the Contract Sum.

Clause 8.6.1.1.2:

Not Required

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 million

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R 10.0 million.

Clause 10.5.3

The number of Adjudication Board Members to be appointed is one.

Clause 10.5.1:

Dispute resolution shall be by standing adjudication.

Clause 10.7.1

The determination of disputes shall be by arbitration.

3. CONTRACT DETAILS

Contract Period: 2 Years

Contract Price Adjustment: Fixed Price

4. TENDER CONDITIONS

No Pricing will be required for this RFP

The RFP will be adjudicated on Administration, Functionality and Preference

Test for responsiveness (Administration)

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

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

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

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

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

Functionality and Preference

In the case of a functionality and preference:

- 1) Score functionality, rejecting all tenderers that fail to achieve the minimum number of points for functionality as stated in the Tender Conditions.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender conditions.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraph 5 below.

The following points system will be utilized to adjudicate functionality:

Company experience		
Reference letters / Completion certificates / Final Approval Certificates of similar projects completed, attached	40	40
Reference letters / Completion certificates / Final Approval Certificates of similar projects completed, not attached or Reference letters / Completion certificates / Final approval certificates of projects completed, attached but not of similar nature	0	
Record of Plant owned or hired		
Envisaged equipment to be utilized on the project: 1 x 5000 l water card 1 x LDV 1 x TLB's 1 x 6m³ Tipper 1 x Rammer 1 x Walk Behind Roller 1 x Small Truck 1 x Saw Cutting machine 1 x Road Painting equipment or Subcontractor, 1 x Concrete Mixer Owned – Proof of ownership required Hired - Hire agreements with other service providers to provide equipment		
> 50% plant recorded owned or hired	30	30
< 50% plant recorded owned or hired	15	
No plant recorded owned or hired	0	
Key personnel		
CV of Site Agent (at least 2 years’ experience on similar projects), attached	15	30
CV of Site Agent (at least 2 years’ experience on similar projects), not attached or the experience is less than 2 years	0	
CV of Foreman (at least 2 years’ experience on similar projects)	15	
CV of Foreman (at least 2 years’ experience on similar projects), not attached or the experience is less than 2 years	0	
		100

Only tenderers scoring a minimum of 70 points will be considered for further evaluation.

Paragraph 5 - Points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	2
2	1.5
3	0.5
4	0
No BBBEE Verification	0
RBN Youth ownership-younger than 35	3
Female Ownership	2
RBN Region	1
RBN Village within region	1
Disabled Ownership	1

A maximum of 10 points may be allocated

The contract may be awarded to the tender who scores the highest total number of points.

The Employer does not bind itself to accept any tender and reserves the right to re-advertise if so wishes to. Tenders will be adjudicated according to the RBA Policy which involves a two phased approach for tender evaluation by the Tender Evaluation Committee and final award by the Tender Adjudicating Committee. A Site Visit will be performed with prospective tenders as part of the evaluation process. The employer reserves the right not to award the same project to the same tenderer for two consecutive period. No reason for the acceptance or rejection of a tender will be given.

RBA reserves the right to appoint more than one responsive tenderer.

Shortlisted or Responsive bidder/s will be requested to submit pricing as the next stage.

All enquiries regarding this Tender must be in writing only, and must be directed to:

RBA

Procurement : Ms Masego Ngolwane
Tel : (+27) 14 566 1200
Email : masego.ngolwane@bafokeng.com

5. MANDATORY DOCUMENTATION

Tenderers shall include these mandatory documents as part of their submission. Documents must be submitted in the same sequence as indicated below (Your submission will be considered nonresponsive if all these documents are not submitted):

- i. Company Profile
- ii. Company experience

Completion letters / certificates of a similar project completed to be attached

iii. Record of Plant owned or hired

Owned – Proof of ownership required (To be attached)

Hired - Hire agreements with other service providers to provide equipment (To be attached)

Envisaged equipment to be utilized on the project:

1 x 5000 l water card
1 x LDV
1 x TLB's
1 x 6m³ Tipper
1 x Rammer
1 x Walk Behind Roller
1 x Small Truck
1 x Saw Cutting machine
1 x Road Painting equipment or Subcontractor,
1 x Concrete Mixer

(Your submission will be considered nonresponsive if all the above plant is not provided for)

iv. Key personnel

CV of Site Agent (at least 2 years' experience on similar projects) to be attached

CV of Foreman (at least 2 years' experience on similar projects) to be attached

v. Proof that the Company is registered with CIPC. (Certificate of registration to be attached)

vi. ID Copies of the Owner(s) (To be attached)

vii. Proof that the Company has a Bank Account.

Bank Account details to be provided on an accredited financial institutions letterhead (to be attached)

viii. Proof that the Company is registered with the CIDB with the grading and class (2 CE to 4 CE)
(to be attached)

ix. Proof that the Company is TAX compliant.

Provide an active tax pin and the tax status must be compliant (to be attached)

x. Proof that the Company is compliant with the COID act. (Certificate to be attached)

xi. Proof that the Company has insurance cover. (to be attached)

xii. Proof that the Company is registered with the UIF.

(UIF compliance certificate to be attached)

xiii. Proof of the Company's B-BBEE contribution level. (to be attached)

RBA only accepts certificates/grading issued by accredited companies certified by the Association of BEE Verification Agencies and Original Sworn Affidavit signed and stamped by a commissioner of oath not older than 3 months)

xiv. Proof that the Company is an EME or QSE entity. (to be attached)

xv. Registration Letter from the RBED (to be attached)

xvi. Authority for Signatory (Please complete the below Authority for Signatory. Failure to complete the below Authority for Signatory will render the RFP nonresponsive)

"By resolution of the Board of Directors at a meeting on 20.... at.....

Mr/Ms

whose signature appears below, has been duly authorised to sign all documents in connection with this Tender for Contract No, and any contract which may arise there from, on

behalf of (company, block capitals)

.....

SIGNATURE OF RESPONSIBLE PERSON OF COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY AUTHORISED TO

SIGN ON BEHALF OF COMPANY:

WITNESSES:

xvii. Declaration of interest (Please complete the below declaration. Failure to complete the below declaration will render the RFP nonresponsive)

1. No bid will be accepted from persons employed by the RBN including it's subsidiaries without authority granted to submit a bid.

2. Any person, having a kinship with persons employed by the RBN including it's subsidiaries, 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 RBN including it's subsidiaries, it is required that the bidder

or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name of the bidder or representative:

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3.2 Identity Number:

.....

3.3 Position in the Company

3.4 Company Registration Number:

.....

3.5 Tax Reference Number:

.....

3.6 VAT Registration Number:

.....

3.7 Are you presently employed by the RBN including it's subsidiaries **YES**
/ NO

3.7.1 If so, furnish particulars e.g. Full Names, Entity working for, Department, Position occupying and etc

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3.7.2 If you are presently in service with RBN including its subsidiaries, did you obtain the **YES**
/ NO

appropriate authority to undertake remunerative work outside employment in the RBN.

If yes, Please provide details of your business and attach a copy of approval.

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3.8 Have you or any family member including the company directors or their spouse been in the service

of the RBN including its subsidiaries for the past twelve months? **YES**
/ NO

3.8.1 If so, furnish particulars.

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3.9 Do you, have any relationship (family, friend, other) with persons in the service of the RBN including it's

subsidiaries and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars.

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.....

3.10 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the RBN including its subsidiaries who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.10.1 If so, furnish particulars

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3.11 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the RBN including its subsidiaries?
YES / NO

3.11.1 If so, furnish particulars.

.....
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.....

3.12 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the s RBN including its subsidiaries?
YES / NO

3.12.1 If so, furnish particulars.

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.....

4. Full details of directors/ Trustee/ Members/ Shareholders

Full Name	Identity Number	Position	Date of appointment as Director/Trustee/Members/Shareholder	Gender

NOTE:

Failure to submit any document requested above or provide incomplete information, may result in the disqualification of the bid.

CERTIFICATION

I, THE UNDERSIGNED (NAME) .

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE RBN INCLUDING Its SUBSIDIARIES MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

All pages of your RFP submission must be signed by the Authorized Person of The Company. If not, your proposal will be considered nonresponsive.

You must e-mail this completed RFP document with all the mandatory documentation required under item 5 to Ms Masego Ngolwane, masego.ngolwane@bafokeng.com on or before 31 October 2024, 12H00. Late submissions will not be considered. The award and start will be as soon as possible.

We look forward into receiving your proposal.

Yours truly,

Lebogang Phaladi

For Royal Bafokeng Administration

By Email