police,roads & transport
Department of
Police, Roads and Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

TENDER NO: PRT/BID07/2022/23

CONTRACT NUMBER C009/2022

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

CLOSING DATE: 16 SEPTEMBER 2022 AT 11:00AM

A CIDB GRADING MINIMUM: 6CEPE OR HIGHER

VOLUME 1

Prepared for:

FREE STATE DEPARTMENT OF POLICE, ROADS & TRANSPORT
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NAME OF BIDDER
BID AMOUNT

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The **GCC2015** - General Conditions of Contract for construction works, 3rd Edition 2015, issued by the South African Institute of Civil Engineering (see Note 1 below).

Volume 2: The **COTO** Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials which the tenderer shall purchase himself / herself (see Note 2 below).

Volume 3: The South African Road Traffic Signs Manual (**SARTSM) regulation** for Road Signs and Road Marking.

Volume 4: The **Project Document**, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see Note 3 below).

The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

This volume also includes the Environmental Management Plan, Health and Safety Compliance and details of the Materials Investigation (if applicable).

Notes to Tenderer:

Note 1: Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 2: Volume 2 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 3: Volume 4 is issued at tender stage by the Head: Department of Police, Roads and Transport and contains the following files:

At Contract stage Volume 4 will be a bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data
- Pricing Data
- Scope of Work
- Site Information

Note 4: Information provided by a tenderer over and above the above elements of volume 4 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

Note 5: For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:

- Form of Offer and state “Alternative Form of Offer”;
- All returnable schedules applicable to alternative offer, as is appropriate;
- Alternative Pricing Schedule;
- Other relevant information.

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

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FOREWORD

This document consists of two sections, namely the **TENDER** and the **CONTRACT.**

THE TENDER consists of two parts, namely :

- **T1 : Tendering Procedures** ..... Volume 1
- to be complied with by every Tenderer submitting a tender offer,

and

- **T2 : Documents to be returned by the Tenderer** ..... Volume 1
- including the returnable schedules and forms to be completed by each Tenderer, some of which will eventually be incorporated into the contract between the successful Tenderer and the Employer.

THE CONTRACT consists of four parts, namely:

- **C1 : Agreements and Contract Data** ..... Volume 1

- **C2 : Pricing Data** ..... Volume 1
-
- **C3 : Scope of Work** ..... Volume 1
  (Specifications and Project Specifications)

and

- **C4 : Site Information** ..... Volume 1

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1The Department of Police, Roads and Transport, Free State Provincial Government, invites tenders for **THE APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

1. PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	PR&T/BID07/2022/23	CLOSING DATE: 16 SEP 2022		CLOSING TIME:	11H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YO ARE YOU THE ACCREDITED EPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

2. PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **6CEPE** or **HIGHER**.

T1.1.3 Tenderers must be registered with the **CIDB** in a ***CE*** class of construction works.

T1.1.4 **Preferences**

The Tender will be subjected to **B-BBEE** preferential procurement policy framework as amended.

Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Department of Police, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2000. The 90/10 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2017.*

T1.1.5 **Tender Documents**

- The tender documents will be given to the respective contractor's on the day of tender briefing

Queries relating to the issues of these documents may be addressed to:

Mr J G Seclave
Cell no. 082 0599 705
Fax no.051 409 8683
E-mail: seclavej@freetrans.gov.za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the **Free State / North West Border bridge, outside Bloemhof,** Friday, 02 September 2022 **2022 AT 10:00**

T1.1.7 The closing time, date and venue for receipt of tenders will be **FRIDAY, 02 SEPTEMBER 2022 AT 11:00AM** at the Perm building, Ground Floor, 45 Charlotte street, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

T1.1.8 Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the Employer’s address and identification details stated in the Tender Data, as well as the Tenderer’s name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked “Financial Proposal” and place the remaining returnable documents in an envelope marked “Technical Proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the Tender Data, as well as the Tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer’s address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.

F.2.15 Closing date and time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail

F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.

This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). ***No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.*** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until seven days before the tender closing date stated in the Tender Data.
If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing date or time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender

Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers who's Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) meets 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.

F.3.8.2 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) 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.

F.3.8.3 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.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

d) ***Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices***.

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer **(N/A)**	1)	Rank tender offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: **Financial offer and preferences** **(N/A)**	**1)**	**Score tender evaluation points for financial offer.**
	2)	**Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.**
	3)	**Calculate total tender evaluation points.**
	4)	**Rank tender offers from the highest number of tender evaluation points to the lowest.**
	5)	**Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.**
Method 3: Financial offer and quality **(N/A)**	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
	2)	Score tender evaluation points for financial offer.
	3)	Calculate total tender evaluation points.
	4)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	5)	Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
	2)	Score tender evaluation points for financial offer.
	3)	Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4)	Calculate total tender evaluation points.
	5)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	6)	Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Evaluation Criteria

The Bids will be evaluated on a three-stage, process as follows:

- ✓ Stage 1: Pre-qualification criteria for preferential procurement
- ✓ Stage 2: functionality - 45 points
- ✓ Stage 3: 90/10 preferences point system (Price and B-BBEE Status)

F3.11.2.1Stage 1: Pre-qualification criteria for preferential procurement

- ✓ Only BBBEE Contributor Level 1 (In the case of joint venture a consolidated B-BBEE certificate should be submitted)

Bidders who fail to meet above pre-qualifying criteria will be disqualified.

F3.11.2.2 Stage 2: Functionality

Functionality Assessment is based on the table below:

Criterion	Description of criteria	Scoring			Points	Total Points Allocation
Experience	Bidders must submit Copies of Appointment letters and completion certificates with traceable references to be attached as proof for similar work undertaken since 2014. Appointment letters & Completion certificate will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided. ✓ If contains contact details, signed, and dated by authorised personnel. In the case of ongoing projects, an appointment letter and reference letter must be submitted on the letterhead of the client	5 Projects of similar type			18	**18**
		3-4 Projects of similar type			15	
		1-2 Projects of similar type			5	
		0 Projects of similar type			0	
Capacity	**Contracts Manager** -Years of experience and qualification in Civil Engineering B. Tech or Degree. CV's and certified copies of qualifications of key personnel must be attached to substantiate points claimed. **Failure to attach will result in no points being allocated.**					**15**
	Contracts Manager- Years of experience **with** qualification in Civil Engineering- B.Tech or Degree etc.	9 years and more experience & certified copy of qualifications on similar works done.			15	
		4 years up to, not including,9 years' experience & qualification			8	
		Less than 4 years' experience & qualification			2	
	Site manager – Years of experience and qualification in Civil Engineering N.Dip, etc	5 years experience & qualifications			10	
		4 years up to, not including,5 years' experience & qualification			5	
		Less than 4 years' experience & qualification			1	
Equipment	**Equipment/ Resources** Registration Certificates or lease agreements to prove ownership of plant its critical and Bidders must attach proof thereof / In case of rental a lease agreement must be attached and registration certificates.	Recycler	2 Recyclers	3	3	**9**
			1 Recycler	1		
			0 Recycler	0		
		Bitumen Spray Tanker	2 Tankers	3	3	
			1 Tanker	1		
			0 Tanker	0		
		Chip spreader	2 Chip spreaders	3	3	
			1 Chip spreader	1		
			0 Chip spreader	0		
Locality: Locally based within borders of South Africa	Municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a Current Bill of Account not owing more than Ninety (90) days must be attached to substantiate points claimed.	Provincially based offices			3	**3**
		Outside Free State Province based offices			1	
		Foreign (Outside South Africa			0	
Maximum possible score						**45**

NB: A tender that fails to obtain the minimum qualifying score of 27 points for functionality as indicated in the *GRID* above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluated in terms of price and the preference point system.

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F3.11.2.3 Stage 3: Price and B-BBEE Status

Price	: 90
B-BBEE Status Leve	: 10

- ✓ **Price: 90:** The lowest acceptable Bidder qualify for maximum points of 90 for price. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 6, item 1 of the PPPFA 2017 as follows:
- ✓
- ✓ **P = 90 x (1 - (Pt – P min))**
- ✓ **P min**
- ✓ Where
- ✓
- ✓ Ps = Points scored for price of tender under consideration;
- ✓ Pt = Price of tender under consideration; and
- ✓ Pmin = Price of lowest acceptable tender.
- ✓
- ✓ **B-BBEE Status Level: 10:** Points will be awarded to bidders 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	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-complaint Contributor	0

- ✓ A tenderer must submit proof of its B-BBEE status level of contributor to qualify for BBBEE points, failing to submit proof of B-BBEE status level of contributor cannot be regarded as a disqualifying factor but is a non-compliant contributor to B-BBEE and, may only score points out of 90 for price; and scores 0 points out of 10 for B-BBEE.

- ✓ A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- ✓ The points scored by a tenderer for B-BBEE in terms of this regulation must be added to the points scored for price, the points scored must be rounded off to the nearest two decimal places and the contract must be awarded to the tenderer scoring the highest points

- ✓ Bidder must attach BBBEE Verification Certificate obtained from an entity registered with SANAS or ABVA preferable Level One (1) Contributor and above/ Sworn affidavit obtained from DTI.

F.3.11.3 **Mandatory Requirements**

The following are mandatory for the bid:

- ✓ Valid Original Tax Clearance Certificate or Tax Compliance Status Pin must be attached failure to do so will lead to disqualification.
- ✓ Bidders must return all completed and duly signed standard bidding documents (SBD). All documents must be completed with a black ink non-erasable pen and attached all returnable documents.
- ✓ Bidders must be registered on the centralised supplier database-CSD print out must be attached or Bidders must provide a CSD registration number (MAAA……)
- ✓ Bidders must attach a valid CIDB Grading **6CEPE or Higher grading**

In the case of a Joint Venture the Bidder must attach:

- ✓ A joint venture agreement duly signed by both parties, and
- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ In the case of a joint venture, bidders must submit CIDB grading issued in the name of the joint venture as determined by CIDB.

F.3.11.4 **Method of awarding bids in the Province**

✓Bidders are requested to bid in accordance with the bid document.

THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF BID / CONDITIONS OF ACCEPTANCE.

- ✓ Bidders must be registered on Central Suppliers Database (CSD)
- ✓ Bids must be valid for 180 days.
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Police, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ The Department reserves the right to appoint more than one service provider.
- ✓ Subcontracting of 30% to local service provider(s) must be implemented in line with legislation.
- ✓ Bidders who falsify any information will be disqualified. If any false information is discovered during the contract period, the Department then reserves the right to terminate the contract immediately
- ✓ Proof of Municipal accounts rates NOT older than 3 months, but also not in arrears for more than 3 months; or certified lease agreement or a rent invoice.
- ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements.
- ✓ Department reserve the rights to disqualify or terminate the contract should it find that the candidates or professionals used during tendering are not physically active in the implementation process.
- ✓ Proof of past experience of similar projects
- ✓ Proof of competent key personnel (CV's of Resident Engineers (RE), Senior Engineers on different category in line with the scope aligned, etc.)

The following information must be attached to the bid document:

- ✓ Business profile.
- ✓ SAPS Certified copy of Companies and Intellectual Property Commission (CIPC).
- ✓ SAPS Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by Commissioner of Oath.
- ✓ List of proposed team/s to work on the project and their responsibilities

(**Note*!! the listed team members should also form part of the physical personnel on site after the project award, failure to bring the same team will lead to termination of the contract)***

- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering in such agreement and BBBEE certificate issued in the name of the joint venture.
- ✓ No late/faxed/e-mailed/posted submissions will be accepted or considered.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of :

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the Employer and the successful Tenderer, and

d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any).

Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contract

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.3 TENDER DATA

T1.3.1 GENERAL

The Conditions of Tender in Section T1.2 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. The Tender Data in this Section T.1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

Clause number	Wording
F1.	**GENERAL**
F.1.2	**Tender documents**

The tender documents issued by the Employer comprise of:

a) VOLUME 1 : PROJECT DOCUMENT

This volume is the Project Document for the identified contract number DPRT/BID07/2022/23
and contains the following sections:

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER
T1.2 STANDARD CONDITIONS OF TENDER
T1.3 TENDER DATA

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS
T2.2 RETURNABLE SCHEDULES

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE
C1.2 CONTRACT DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

PART C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS
C3.2 PROJECT SPECIFICATIONS
C3.3 PARTICULAR SPECIFICATIONS

PART C4: SITE INFORMATION

c) VOLUME 2: BOOK OF DRAWINGS

There is no Volume 2 - Book of Drawings for DPRT/BID07/2022/23

The following documents also form part of the tender and contract, but must be purchased by each of the Tenderers themselves:

d) VOLUME 3: ***General Conditions of Contract for construction works,3rd edition 2015***, issued by the South African Institute of Civil Engineering.

e) VOLUME 4 : ***The COTO Standard Specifications for Road and Bridge Works for south African Road Authorities(Draft Standard October 2020)***, issued by the **Committee of Land Transport Officials**.

f) ***The Occupational Health and Safety Act 18th Edition of Construction Regulations GNR.929 of 25 June 2014 .***This document is obtainable separately, and Tenderers shall obtain their own copies.

g) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprises and labour.

(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004, and amendments

(ii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

(iii) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

The Project Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

(iv) Asphalt Academy May 2009 publication “TG2 Second Edition, Technical guideline: Bitumen Stabilised Materials”.

F.1.4 Communication and Employer’s Agent

The Employer’s Agent: Mr W Van Wyk

Address	:	Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no	:	051 409 8687
Fax no	:	051 409 8683
e-mail	:	**vanwykw@freetrans.gov.za**

The Employer s agent representative as per GCC 2015 is JG Seclave

Address	:	Medfontein Building Room 319, 153 St. Andrew Street, BLOEMFONTEIN.
Cell no	:	082 0599 705
Fax no	:	051 409 8683
e-mail	:	SeclaveJ@freetrans.gov.za

F2.1 Eligibility

F2.1.1 Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.

F2.1.2 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **6CEPE or HIGHER** class of construction work; and

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

c) Tenderers need to ensure that they are registered in the grading in which they tender if their tender price differs from the grading as specified

F2.1.3 Joint Ventures are eligible to submit tenders provided that:

a) every member of the joint venture is registered with the CIDB;
b) the lead partner has a contractor grading designation in the **6CEPE or HIGHER** class of construction work; or

c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CEPE or HIGHER** class of construction work.

F2.7 Site visit and clarification meeting

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

NOTE : NON-ATTENDANCE OF THIS MEETING WILL DISQUALIFY THE TENDER

(a) The Attendance List will be accepted as the official attendance of the clarification meeting. Signing the Attendance List of this meeting is the responsibility of the Tenderer attending the meeting and site inspection.

It is important for prospective Tenderers to note that the name of the company on the Attendance List will be accepted as the legitimate Tenderer, which was represented by the person who signed the Attendance List.

(b) Addenda of additional or changed contractual information will only be forwarded to Tenderers who attended the official site visit and clarification meeting.

F2.12. Alternative tender offers

Should a Tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

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

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

The modified Pricing Data must include an amount equal to 0% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F2.13 Submitting a tender offer

F2.13.5 Tender offers shall be submitted as an original only.

F2.13.7 **The Employer's address:**

The Head
Department of Police, Roads and Transport
P O Box 690
Room 226
Medfontein Building
St Andrew Street
BLOEMFONTEIN
9300

Location of tender box : As stated

Identification details : Contract no: DPRT/BID07/2022/23

Description of project : APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

F2.15 Closing time

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

F2.16 Tender offer validity

The tender offer validity period is **180 calendar** days from the closing date for submission of tenders.

F2.18 Provide other material

The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works with satisfactory evidence that such staff members satisfy the eligibility requirements.

F2.23 Certificates

The following certificates need to be included in the Tender:

a) A valid Tax Clearance Certificate for the Tenderer or for each of the JV partners if tendered in a Joint Venture, issued by the South African Revenue Services;

b) The Tenderer's CIDB Registration Certificate or the Joint Venture's members' CIDB Registration Certificates with an indication of the senior partner.

F3.4 Opening of tender submissions

Tender submissions will be opened at 45 Charlotte Maxeke Street, Room 219, Perm Building.

F3.5 Two-envelope system

The two-envelope system will not be followed for this contract.

F3.11 Evaluation of tender offers

F3.11.1 Due to the nature of the tendering process, with negotiated rates, the tenders will be evaluated and the rates balanced to suit the particular Contractor's circumstance.

F3.11.2 **Scoring quality**

No points will be allocated to scoring of quality.

F3.13 Acceptance of tender offer

F3.13.1 **Tender offers will only be accepted if:**

a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;

b) the Tenderer submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services;

c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission;

d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;

e) the Tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;

f) the Tenderer included with its tender the contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it is registered in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act;

g) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

h) the Tenderer has not:

i) abused the Employer's Supply Chain Management System; or

ii) failed to perform on any previous contract and has been given a written notice to this effect

i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F3.18 Provide copies of the contract

The Employer will provide the successful Tenderer, now the Contractor, with one copy of the complete, signed contract document.

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

PART T2 : RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following :

1. All the certificates listed in the Tender Data under F2.23 : Certificates ;
2. All the returnable schedules and forms listed in T2.2.1 : Returnable Schedules Required for Tender Evaluation Purposes ;
3. All the returnable documents listed in T2.2.2 : Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract ;
4. All the agreements and forms listed in T2.2.3: Forms to be completed by the successful Tenderer ;
5. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer ;
6. Pricing Data in C2.2 : Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER

NOTE : The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.
Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

The same applies to the Preferential Procurement Schedule in T2.2.2.

SCHEDULE A : RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer :

Addendum no.	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE : .....……..……...

SCHEDULE B : CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I, ..., Managing Director of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director : .....

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .... hereby authorise Mr/Ms ..... , acting in the capacity of ....., to sign all documents in connection with this tender ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, …..... …..... hereby authorize Mr/Ms …..... acting in the capacity of ..... , to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(iv) CERTIFICATE FOR JOINT VENTURE

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(v) CERTIFICATE FOR SOLE PROPRIETOR

I, ..., hereby confirm that I am the sole owner of the business trading as .....

Signature of sole owner : .....

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer :

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be attached here.

SCHEDULE C : ` <u>COMPULSORY ENTERPRISE QUESTIONNAIRE</u>

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

Section 1 : Name of enterprise :

Section 2 : VAT registration number :

Section 3 : CIDB registration number :

Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

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

Section 5 : Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6 : Record of service of the state

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

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

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

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

Note : Insert separate page if necessary

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

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

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

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

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

Note : Insert separate page if necessary

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

i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

SCHEDULE D : PLANT AND EQUIPMENT

The following are a list of major items of relevant equipment that I / we presently own and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION ***(type, size, capacity etc)***	**QUANTITY**	**YEAR OF MANUFACTURE**

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION ***(type, size, capacity etc)***	**QUANTITY**	**HOW ACQUIRED**	
		HIRE/ BUY	**SOURCE**

Note : Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE : .....……...……...

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E : EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE : .....……..…….....

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

SCHEDULE G : <u>TENDERERS' KEY PERSONNEL</u>

NAME	POSITION	NQF QUALIFICATION

SIGNATURE : .....……..…….....

ATTACH COPIES OF NQF CERTIFICATES FOR LABOUR INTENSIVE CONSTRUCTION OF RELEVANT SUPERVISORS

SCHEDULE H : <u>PRELIMINARY PROGRAMME</u>

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	**MONTHS**													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE : .....……...……...

ATTACH PRELIMINARY PROGRAM HERE

SCHEDULE I : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

SIGNATURE : .....……...……...

ATTACH ALTERNATIVES HERE

SCHEDULE J : CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE : .....

CONTRACTOR'S SAFETY PLAN

The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, including COVID 19 OHS regulations 2020, and referred to in Form K.

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)

    - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.

2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)

    - Details of the Construction Supervisor and his appointed assistants (if any);
    - Details of the Construction Safety Officer, full-time or part-time;
    - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.

3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)

    - Details of a proper risk assessment on which his health and safety plan is based;
    - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.

4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)

    - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

		Yes		No
1.1	Is there a written company health and safety policy?			
1.2	Does the company have an OHS Management System?			
1.3	Is there a company OHS Management Manual or Plan?			
1.4	Are health and safety responsibilities clearly identified for all levels of staff?			

2. Safe Work Practices and Procedures

		Yes		No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?			
2.2	Does the company have any permit to work systems?			
2.3	Is there a documented incident investigation procedure?			
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?			
2.5	Are there procedures for storing and handling hazardous substances?			
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?			

3. OHS Training

		Yes		No
3.1	Is health and safety training conducted in the company?			
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?			

4. Health and Safety Workplace Inspection.

		Yes		No
4.1	Are regular health and safety inspections at worksites undertaken?			
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?			
4.3	Is there a procedure by which employees can report hazards at workplaces?			

5. Health and Safety Consultation.

		Yes		No
5.1	Is there a workplace health and safety committee?			
5.2	Are employees involved in decision making over OHS matters?			
5.3	Are there employee elected health and safety representatives?			

6. OHS Performance Monitoring.

		Yes		No
6.1	Is there a system for recording and analyzing health and safety performance statistics?			
6.2	Are employees regularly provided with information on company health and safety performance?			
6.3	Has the company ever been convicted of an occupational health and safety offence?			

7. **Does your company's health and safety plan contain the following elements?**

		Yes		No
7.1	Description of the contract			
7.2	OHS Structure of work undertaken under this contract			
7.3	Induction and safety training			
7.4	Safe work practices and procedures for specific work undertaken			
7.5	Risk assessments for specific works undertaken			
7.6	Workplace inspection schedule for duration of contract			
7.7	OHS consultative processes to be followed			
7.8	Emergency procedure for this specific contract			
7.9	Incident recording and investigation on procedures			
7.10	Health and safety performance monitoring arrangements to be implemented during contract			

SCHEDULE K : CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].

SCHEDULE L : TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet his requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

I. APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:……..

2. Trade name:……..

3. Identification number:…….

4. Company / Close Corporation registration number:……

5. Income tax reference number:……

6. VAT registration number (if applicable):……

7. PAYE employer's registration number (if applicable):……..

Signature of contact person requiring Tax Clearance Certificate: ……

Name…….

Telephone number : Code:……. Number: ……

Address: ……

……

……

DATE: 20……/……./……

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

SCHEDULE M : **SBD 4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest1 in the enterprise,
employed by the state? **YES/NO**

1.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of directors/trustees /shareholders/members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	..……
Signature	Date
……	……
Position	Name of bidder

SCHEDULE N : **SBD 6.1**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

a)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the …….. preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the

Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:……..

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES …….. ……..	…….. SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. ……..

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C1.1	FORM OF OFFER AND ACCEPTANCE	C1-3
C1.2	CONTRACT DATA	C1-7

C1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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:

. . . . . .
Rand (in words);

R . . . .
(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Name and address of organization . . . . . .

. . . . . .

Signature and Name of Witness . . . . . .
Signature

. . . . . .
Name

Date: . . . . . .

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Agreement)
Part C2: Pricing Data
Part C3: Scope of Work.
Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Name and address of organisation: . . . . . .

. . . . . .

. . . . . .

Signature and name of witness:. . . . . .

Signature

. . . . . .

Name

Date: . . . . . .

Schedule of Deviations

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,

2. A Bidder'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 Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,

4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject . . . . . .

   Details . . . . . .

2. Subject . . . . . .

   Details . . . . . .

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:		For the Employer:
……	Signature	……
……	Name	……

…… Capacity ……

Name and address of organisation: Name and address of organisation:

…… ……

…… ……

…… ……

…… Witness Signature ……

…… Witness Name ……

…… Date ……

Confirmation of Receipt

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

the ……..(day)

of ……..(month)

20 ……(year)

at ……..(place)

For the Contractor: .. . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Signature and name of witness:

. . . . . .
Signature

. . . . . .
Name

C1.2 CONTRACT DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C1.2.1	CONDITIONS OF CONTRACT	C1-6
C1.2.2	CONTRACT SPECIFIC DATA	C1-8
C1.2.3	DATA PROVIDED BY THE TENDERER	C1-13

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 2ND Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

These Contract Specific Conditions (CSC) form an integral part of the Contract. The Contract Specific Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "CSC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.3 Specific Approval of the Employer required

"*The Engineer or Contractor must obtain special approval or consent from the Employer for the decisions in the following clauses:*

Clauses 2.2.3, 3.1.2, 3.2.1, 3.2.4, 4.7, 4.12.1,4.11.2, 5.7.3, 5.8.1, 5.10.1, 5.11.2, 5.11.3, 5.12.1, 5.13.2, 5.14.1, 5.16.1, 6.3.2, 6.4, 6.5.1, 6.6.1, 6.10.1, 6.10.6, 6.11, 7.8.2.2, 8.2.2.2, 10.1.5."

3.1 *Add the following*

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 **Health and safety**

Add the following :

"The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010***)** will in all respects be applicable to this contract."

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th sub-paragraphs with the following :

Definition of “L” :

Insert “(Consumer Price Index)” *after* “P0141.1” *in the third line.*

Insert “(Consumer Price Index and Percentage Change according to Urban Area)” *after* “Table 21“ *in the third line.*

Definition of “P” :

Insert “(Production Price Index)” *after* “P0142.1” *in the second line.*

Insert “(Production Price Index for Selected Materials, item ‘Civil Engineering Plant’)” *after* “Table 16“ *in the second line.*

Definition of “M” :

Insert “(Production Price Index)” *after* “P0142.1” *in the second line*

Insert “(Production Price Index for Materials used in Certain Industries, item ‘Civil Engineering Plant’)” *after* “Table 15“ *in the second line*

Definition of “F” :

Insert “(Production Price Index)” *after* “P0142.1” *in the second line*

Insert “(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)” *after* “Table 16“ *in the second line*

[Note: The indices are obtainable in www.statssa.gov.za. *The latest indices for L (certain urban areas only), P, M and F, are more readily obtainable in* www.safcec.org.za *under "CPAF Indices"] upon registration with Safcec*

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

"Where the amount is based on current costs de-escalated to the base month, or where daywork is calculated at rates tendered in a daywork schedule, the costs shall not be included in the value of "E".

SCC 55.1 Termination by employer

Add the following clause:

CSC55.1.10 If the contractor is found guilty of contravening the EPWP Code of Good conduct or the EPWP Disciplinary Code.

C1.2.2 CONTRACT SPECIFIC DATA

REFERENCE TO:	CLAUSE	INFORMATION
Contractor	1.1.1.9	……..……..
Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion per section of road completed. Meaning 24 months from the issue of the Certificate of Completion having been issued for different parts of the Works, during which the Contractor has both the right and obligation make good defects in the materials.
Latent Defects Liability Period	5.16.3	Should there be any defects within Fifteen (15) years after final completion, the Contractor will be fully liable for latent defects
Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date, excluding year end breaks.
Employer	1.1.1.15	**Department of Police, Roads and Transport**
Engineer	1.1.1.16	**Department of Police, Roads and Transport**
Address of the Employer	1.2.1.2	Perm Building, 45 Charlotte Maxeke Street, Bloemfontein
Address of the Contractor	1.2.1.2	Physical Address: ……..…….. Postal Address: ……..…….. Telephone Number (Office): ……..…….. Facsimile Number (Office): ……..…….. E-mail Address (Office): ……..……..

Commencement of Work	5.2	Within 14 days after issuing of the appointment letter
Documentation required before commencement of the Works	5.3.1	Health & Safety Plan (Refer to Clause 4.3) Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to submit the documentation required before commencement of the Works	5.3.2	14 Days
Special non-working days		Sundays and all public holidays as well as year-end breaks.
Programme of Works	5.6.1	Within 14 days of Commencement Date
Non-working days	5.8.1	Sundays and all public holidays as well as year-end breaks.
Penalty for failing to complete the Works on time	5.13.1	**R10,000** per calendar day
Security	6.2.1	Performance Guarantee of 10% of the value of the Works which will be handed back after practical completion.
Day work percentages	6.5.1.2.3	Refer to section 1800 of the Specification
Contract Price Adjustment	6.8.2	The following values for the different factors are to be used: X = 0.10 a = 0.10 - Labour b = 0.55 - Equipment c = 0.15 - Material d = 0.20 - Fuel The different values for the calculation of the price adjustment factor shall be for the area of Free State: Other urban areas. The Diesel index shall be for the Witwatersrand Area. The Base month is one month prior to submission of quotations. **Only applicable for contract duration of more 12 months of commencement date.**

Special Materials	6.8.3	Special materials shall be limited to bitumen and bituminous products.
Materials on Site	6.10.1.5	80% payment for materials on site
Retention Money	6.10.3	10% of contract amount
Retention Money	6.10.3	Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of site establishment obligations; one will be handed back after practical completion and the other **24 months** after practical completion. There will be no retention monies deducted on interim certificates.
Contract Guarantee		Must be submitted within 14 days of Commencement Date
Guarantee Sum		10% of Contract Value
Insurances	8.6	As per contract value
		R0-00
Limited of indemnity	8.6.1.3	R5,000,000-00 per claim, number of claims unlimited
Other Insurances	8.6.1.5	R0-00
Dispute Resolution	10.5.1	Adjudication
Adjudication Board Members	10.5.3	Only Three members required
Dispute Resolution	10.7.1	Adjudication If there are no agreements, then court proceeding will be preferred.

Targeted Local labour	1. Minimum Labour Employment per R 1 Million - 4 for Conventional & 12 for EPWP of Contract Value (Excl. VAT, Contingencies and CPA) should be appointed with a minimum of six months at a payment rate of **R166/day.** 2. The employment demographics are as follows: • Youth – 55% • Female – 60% • Disabled – 2% 3. Wherever feasible labour will be deployed to Local Municipalities for service delivery at the cost of the Contractor.
Temporary Suspension of Works	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed stop the Works and or claim interest on the unpaid Works. **No claim shall be submitted to the Department once the budget is depleted.**
Works Schedule	Activities specified on the Bill of Quantities under Section A should include all work items and provisional sums and should be priced by the tenderer evenly. Tender amount should be calculated according Section A of the Bill of Quantities. Items listed under section B of the Bill of Quantities are subcontractor related items and should amount to 30% of the contract amount (excl Contingencies). Sections B will be left blank during tender stage.
Socio – Economic of Community	1% of Contract Value shall be invested into local Community.

……..
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC:

Special materials	Unit on which variation will be determined *	Rate or price for the base Month (excluding VAT) **

Notes:

* Indicate whether the material will be delivered in bulk or in containers.

** The price for special materials is only the price for the material and does not include the cost of transport, labour or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

……..
SIGNATURE

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

PR&T/BID07/2022/23

FOR

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

Part C2. Pricing Data

C2.1	**Pricing Instructions**	**Page C2 - 1**
C2.2	**Bill of Quantities Schedule A**	**Page C2 - 5**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

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FOR

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

Part C2.1. Pricing Instructions

C2.1 Pricing Instructions

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m^2	=	square metre
m^2-pass	=	square metre-pass
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials

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

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

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

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org,za or www.iso.org for information standards).

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.

C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.

C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details

regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
B - C1.2.1.1	Monitoring of compliance with and reporting on the EMP	Prov sum	01	R30 000,00	
	(a) Contractor's handling costs, profit and all other charges in respect of item C1.2.1.1	%	R0,00		
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours:				
C1.2.3.9	Grading of temporary gravel deviations and existing roads used as detours	km	24		
C1.2.3.10	Watering of temporary gravel deviations and existing roads used as detours	kℓ	20000		
C1.2.3.11	Other road maintenance work ordered by the Engineer	Prov sum	1	R150 000,00	
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%	R0,00		
C1.2.4	Stakeholder liaison	month	12		
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	Lump sum	1,00		
C1.2.5.2	Implementation of health and safety plan	month	12		
C1.2.7	Road safety audits:				
C1.2.7.1	Stage 4 work zone traffic management audit	Prov sum	1,00	R30 000,00	
C1.2.7.2	Handling cost, profit and all other charges in respect of item C1.2.6.1	%	R0,00		
C1.2.7.3	Stage 5 pre-opening stage traffic safety audit	Prov sum	1,00	R25 000,00	
C1.2.7.4	Handling cost, profit and all other charges in respect of item C1.2.6.3	%	R0,00		
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	80		
	(b) Semi-skilled labourer	h	40		
	(c) Skilled labourer	h	40		
	(d) Gang leader	h	20		
	(e) Foreman	h	20		
	(f) Skilled Artisan	h	20		
C1.2.8.2	Construction equipment (specify size and / or model number):				
	(a) Motor grader	h	30		
	(b) Vibratory roller	h	30		
	(c) Pneumatic roller	h	10		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(d) Front end loader	h	20		
	(e) Tractor loader backhoe	h	20		
	(f) Excavator	h	60		
	(g) Compressor	h	10		
	(h)Mechanical Broom	h	30		
C1.2.8.3	Vehicles (specify size):				
	(a) Light delivery vehicle	km	650,00		
	(b) Flatbed truck	km	650,00		
	(c) Dump truck	km	500,00		
	(d) Other vehicles	km	400,00		
C1.2.8.4	Materials:				
	(a) Procurement of materials	Prov sum	1	R100 000,00	
	(b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%	R0,00		
C1.2.9	Disposal of non-useable assets:				
B - C1.2.9.4	Surveyor	Prov sum	1	R1 000 000,00	
	Handling cost, profit and all other charges in respect of item C1.2.9.4	%	R0,00		
B - C1.2.9.5	Lab -	Prov sum	1	R2 500 000,00	
	Handling cost, profit and all other charges in respect of item C1.2.9.5	%	R0,00		
B - C1.2.9.6	Portion of the works identified to be completed by local subcontractors	Prov sum	1		
	Handling cost, profit and all other charges in respect of item C1.2.9.6	%	R0,00		
B - C1.2.9.7	Mentoring of personnel and local sub-contractors	Prov sum	1	R100 000,00	
	Handling cost, profit and all other charges in respect of item C1.2.9.7	%	R0,00		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	Lump sum	1		
C1.3.1.3	Time-related obligations	month	12		
C1.3.2	Contract sign boards	m²	48		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m²	150,00		
C1.4.1.2	Laboratories	m²	140,00		
C1.4.1.3	Open concrete working floors and verandas	m²	120,00		
C1.4.1.4	Roofs over open concrete working floors and verandas	m²	120,00		
C1.4.1.5	Store rooms inside the laboratory	m²	10,00		
C1.4.1.6	Car ports	No	6,00		
C1.4.1.7	Ablution unit (equipped as specified)	No	1,00		
C1.4.1.8	Change room with a shower	No			
C1.4.1.9	Kitchen unit (equipped as specified)	No	1,00		
C1.4.1.13	Rented housing paid for by the Contractor	Prov sum	1,00	R30 000,00	
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%	00		
C1.4.2	Items measured by area:				
C1.4.2.1	Shelving as specified, complete with brackets	m²	25,00		
C1.4.2.2	Work benches with a concrete slab top	m²	30,00		
C1.4.2.3	Work-benches with a wooden top	m²	24,00		
C1.4.2.4	Constant-temperature baths of concrete and / or plastered brick	m²	5,00		
C1.4.2.5	Concrete footings and pedestals for laboratory equipment	m²	4,00		
C1.4.2.6	Roller blinds, opaque type	m²	60,00		
C1.4.2.7	Venetian blinds	m²	30,00		
C1.4.2.8	Notice boards	m²	4,00		
C1.4.2.9	White boards	m²	4,00		
C1.4.2.10	Galvanised wire mesh fencing for store rooms	m²			
C1.4.2.11	Galvanised wire mesh store room gate with a padlock	m²			
C1.4.3	Items measured by number:				
C1.4.3.1	Office swivel chair	No	6,00		
C1.4.3.2	Office chair	No	30,00		
C1.4.3.3	Draughtsman's stool	No	2,00		
C1.4.3.4	Laboratory high chair	No	6,00		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	4,00		
C1.4.3.6	Typist desk (L-shaped)	No	2,00		
C1.4.3.7	Drawing table	No	5,00		
C1.4.3.8	Conference table	No	1,00		
C1.4.3.9	Bookcase	No	3,00		
C1.4.3.10	Filing cabinet	No	3,00		
C1.4.3.11	General purpose steel cabinet with shelves	No	3,00		
C1.4.3.12	Wall mounted pivot plan filing system	No	2,00		
C1.4.3.13	220 / 250 volt power outlet plug point	No	56,00		
C1.4.3.14	400 / 231 volt 3-phase power outlet plug point	No	3,00		
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No	24,00		
C1.4.3.16	Single 1 500 mm, 22 watt LED tube ceiling light	No	8,00		
C1.4.3.17	11 watt compact fluorescent bulb ceiling light	No	5,00		
C1.4.3.18	7 watt LED bulb ceiling light	No	9,00		
C1.4.3.19	Wash-hand basin	No	2,00		
C1.4.3.20	Laboratory basin	No	4,00		
C1.4.3.21	Extractor fan	No	1,00		
C1.4.3.22	Fume cupboard	No	1,00		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	9,00		
C1.4.3.24	Air-conditioning unit	No	6,00		
C1.4.3.25	Heater	No	6,00		
C1.4.3.26	Concrete specimen curing bath	No	1,00		
C1.4.3.27	Waste paper basket	No	10,00		
C1.4.3.28	UPS / Voltage stabiliser	No	10,00		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	4,00		
C1.4.3.30	A4 colour printer, copier, scanner	No	2,00		
C1.4.3.31	Rain gauge	No	3,00		
C1.4.3.32	Minimum / maximum atmospheric temperature gauge	No	3,00		
C1.4.3.33	Digital thermometer	No	9,00		
C1.4.3.34	Mobile outdoor weather station	No	1,00		
C1.4.3.35	3,0 m aluminium straight edge complete with two measuring wedges	No	9,00		
C1.4.3.36	Measuring wheel	No	3,00		
C1.4.3.37	First aid kit	No	8,00		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.3.38	Standpipe complete with 30 m of 19 mm dia. heavy duty hose pipe	No	1,00		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	PC sum	1,00	R30 000,00	
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%	R30 000,00		
C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	PC sum	1,00	R12 000,00	
C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%	R0,00		
C1.4.4.7	The provision of paper and ink for a combination colour printer / copier / scanner	PC sum	1,00	R10 000,00	
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%	R0,00		
C1.4.4.9	The provision of a complete 220 / 250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1,00	R20 000,00	
C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%	R0,00		
C1.4.4.11	The provision of a complete 440 / 231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1,00	R20 000,00	
C1.4.4.12	Handling costs and profit in respect of item C1.4.4.11	%	R0,00		
C1.4.4.13	Provision of a 440 / 231 volt three phase electricity generator if electricity from a power supply authority is not available on site	PC sum	1,00	R20 000,00	
C1.4.4.14	Handling costs and profit in respect of item C1.4.4.13	%	R0,00		
C1.4.4.15	The provision of all gas installations required at the site offices, laboratories and at the Engineer's staff accommodation (if required), including gas storage cylinders, tubing, regulators, gas burners and shut-off cocks	PC sum	1,00	R25 000,00	
C1.4.4.16	Handling costs and profit in respect of item C1.4.4.15	%	R0,00		
C1.4.5	Services at site offices, laboratories and site accommodation:				
C1.4.5.1	Fixed costs	Lump sum	1,00		
C1.4.5.2	Running costs	month	12		
C1.4.6	Office staff:				
C1.4.6.1	Secretary / receptionist	month	12		
C1.4.6.2	Technical assistant	month	12		
C1.4.7	Site inspection transport:				
Total Carried Forward					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.7.1	Provision of a bus, mini-bus or combi van for site inspection purposes (Mini bus or LDV)	per day	05		
C1.4.7.2	Travel on site	km	6 000		
C1.4.8	Site security measures for the Engineer's facilities:				
C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	Lump sum	1,00		
C1.4.8.2	Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	month	12		
C1.4.8.3	Supply and installation of all required security measures at the Engineer's site accommodation	Lump sum	1,00		
C1.4.8.4	Provision of security guards / watchmen and an armed response service at the Engineer's site accommodation	month	12		
B - C1.4.8.5 /C20.1	Special tests requested by Engineer	Prov sum	1	R100 000,00	
	Handling cost, profit and all other charges in respect of item B - C1.4.8.5/C20.1	%	R0,00		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.2	Accommodation of vehicular traffic	month	12		
C1.5.5.1	Grass cutting	ha	1		
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km	24		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kℓ	40000		
C1.5.5.11	Other road maintenance work ordered by the Engineer	Prov sum	1	R100 000,00	
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%	R0,00		
C1.5.6	Removal of temporary deviations	km	144		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (800 x 200)	No	800,00		
	(b) Double sided, reversible left or right (800 x 200)	No	2 200		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	70,00		
C1.5.7.3	Flagmen	man-shift	288		
C1.5.7.4	Traffic controllers	man-shift	288		
C1.5.7.5	Provision of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:	No	12,00		
	(i) 900 mm wide x 150 mm high	No	12,00		
	(ii) 1 200 mm wide x 200 mm high	No	12,00		
	(e) Mobile variable message sign	No	02		
C1.5.7.6	Maintenance of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (a pair of two lights mounted on a separate backing board)	month	12		
	(b) Flashing LED illuminated arrow board	month	12		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(c) Illuminated road sign – R & TR series (diameter indicated)	month	12		
	(d) Illuminated road sign – TW series (length of sides indicated)	month	12		
	(e) Mobile variable message sign	month	12		
	(f) Mobile variable message sign with a speed measuring and display capability	month	12		
C1.5.7.7	Traffic calming devices:				
	(a) 25 mm high x 100 mm wide asphalt rumble strips	m	40,00		
	(b) 50 mm high x 500 m wide asphalt rumble strips	m	40,00		
	(c) 150 mm high x 3 m wide asphalt speed control humps	m	40,00		
C1.5.7.8	Traffic control stations	month	6,00		
C1.5.7.9	Cleaning of traffic control facilities	month	12		
C1.5.8	Traffic safety officer	man-month	12		
C1.5.9	Traffic safety vehicle	month	12		
C1.5.10	Tow trucks:				
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No	20,00		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	Prov sum	1,00	R50 000,00	
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	R0,00		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	05		
C1.6.2	Grubbing:				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	02		
C1.6.2.2	Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	ha	02		
C1.6.2.3	Grubbing by hand for new fence lines (over a width of 2,0 m)	km	24		
C1.6.2.4	Grubbing by hand for service trenches (over the agreed width required)	m²	120		
C1.6.3	Removal and grubbing of large trees and tree stumps:				
C1.6.3.1	Girth equal to or exceeding 1,0 m up to and including 2,0 m	No	20,00		
C1.6.3.2	Girth exceeding 2,0 m up to and including 3,0 m	No	20,00		
C1.6.3.3	Girth exceeding 3,0 m	No	10,00		
C1.6.10	Disposal of hazardous waste material:				
C1.6.10.1	Disposal of hazardous waste material at an approved hazardous waste material facility	Prov sum	1,00	R250 000,00	
C1.6.10.2	Handling cost, profit and all other charges in respect of item C1.6.10.1	%	R0,00		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.1	Loading:				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m^3	10000		
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^3-km	46500		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m^3-km	4000		
	(b) Soil and gravel material	m^3-km	29600		
	(c) Boulders and hard material	m^3-km	4000		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	Pavement layer material:				
	(a) Type G1 crushed stone base course material	m³	18000		
	(b) Type G2 crushed stone base course material	m³	18000	Rate Only	
	(c) – (e) Type G5a material	m³	18000		
	(c) – (f) Type G7 material (bring back borrow material)	m³	5000		
	(p) Natural or crushed gravel material for an unsealed shoulder layer	m³	5000		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C5.3	ROAD PAVEMENT LAYERS				
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No	4		
C5.3.2	Construction of pavement layers:				
C5.3.2.1	Construction of layers using conventional construction methods:				
	(h) Gravel shoulder layer (150mm) compacted to 95 % of MDD	m³	1440		
	(l) Upper subbase gravel layer (chemically stabilised) (150mm thickness) compacted to 95 % of MDD	m³	15120		
	(aa) G1 crushed stone base layer (125mm) compacted to 88 % of AD (Category A / B roads)	m³	12600		
C5.3.9	Construction of a trial section:				
C5.3.9.1	Construction of a trial section using conventional methods of construction:				
	(c) Crushed stone base layer (l125mm) trial section	m³	200		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C5.4	STABILISATION				
C5.4.2	Chemical stabilisation:				
C5.4.2.1	Chemical stabilisation (250mm) of pavement layers (compacted to 97% of modified AASHTO Density)	m³	24500		
C5.4.5	Cementitious stabilisation agents for pavement layers:				
	(a) cement (for pavement layers)	t	3288		
C5.4.7	Bituminous stabilisation of pavement layers:				
C5.4.7.1	Bituminous stabilisation (250mm thick) of pavement layers (layer to be indicated)	ℓ	5300	Rate Only	
C5.4.8	Bituminous stabilisation agent:				
C5.4.8.1	60 % anionic emulsion	ℓ	5000	Rate Only	
C5.4.8.2	60 % cationic emulsion	ℓ	5000	Rate Only	
C5.4.10	Provision and application of water for curing	kℓ	4500		
C5.4.11	Curing by covering with the subsequent layer	m²	15000		
C5.4.12	Curing with a membrane (type of material to be specified):				
C5.4.14	Trial section for a chemically stabilised layer	m³	200		
C5.4.15	Trial section for a bituminously stabilised layer (250mm thick)	m²	1680		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS				
C5.5.1	Compiling and implementing M&U plans for the reconstruction of an existing road pavement	No	2		
C5.5.3	Construction equipment for sampling of in-situ material for mix design procedure	No	10		
C5.5.4	Sampling of in-situ material for mix design procedure	No	10		
C5.5.5	Construction of a trial section using a recycler	m³	427,00		
C5.5.6	Construction of a trial section using conventional construction equipment	m³	300,00		
C5.5.8	Pre-pulverising material in the existing pavement:				
C5.5.8.1	Asphalt wearing course (40mm depth)	m³	1000,00		
C5.5.8.2	Crushed stone base (150mm depth)	m³	650,00		
C5.5.15	In-situ reconstruction of a pavement layer using a recycler to construct a stabilised subbase layer:				
C5.5.15.1	Chemically stabilised subbase layer compacted to 97 % of MDD:				
	(b) Using cemented material compacted to 250mm thick	m³	3300		
C5.5.18	In-situ reconstruction of a pavement layer using conventional construction equipment to construct a stabilised subbase layer:				
C5.5.18.1	Chemically stabilised subbase layer compacted to 97 % of MDD:				
	(d) Using pre-pulverised material (as per item C5.5.8) compacted to 250 mm thick	m³	15150		
C5.5.20	Material shortfall or make-up material:				
C5.5.20.2	For subbase layer	m³	1000		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.3	Inverted bitumen emulsion	ℓ	100800		
C8.1.2	Aggregate for blinding:				
C8.1.2.1	Natural sand	m³	40		
C8.1.2.2	Crusher sand	m³	30		
C8.1.3	Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	ℓ	2250		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS				
C8.2.1	Cover sprays, fog sprays and rejuvenation sprays:				
C8.2.1.2	60 % Anionic stable grade emulsion:				
	(a) Indicate dilution (diluted 50% emulsion /50% water)	ℓ	98400		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C8.3	TEXTURE TREATMENT				
C8.3.1	Texture treatment:				
C8.3.1.1	Application of slurry for texture improvement, applied by hand (indicate aggregate grade, type of emulsion, filler type)	m³	60		
C8.3.1.2	Application of slurry for texture improvement, applied by spreader box (indicate aggregate grade, type of emulsion, filler type)	m³	100		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.3	Multiple stone seals including a cover spray, if specified using:				
C10.1.3.1	20 mm and 10 mm aggregate (Grade 1 Aggregate and Class S-E1 modified binder)	m²	100800		
C10.1.4	Embargo period effects:				
C10.1.9	Bituminous binder variations:				
C10.1.9.11	Precoating fluid (state type)	ℓ	880,00		
C10.1.10	Aggregate variation (state grade):				
C10.1.10.3	10 mm aggregate	m³	25		
C10.1.10.5	20 mm aggregate	m³	50		
C10.1.11	Application of cover spray:				
C10.1.11.2	60 % Diluted Anionic stable-grade emulsion (dilution in 50% emulsion / 50% water)	ℓ	100800		
C10.1.12	Application of cover spray by hand:				
C10.1.12.2	60% Diluted Anionic Stable-grade emulsion (dilution in 50% emulsion / 50% water)	ℓ	0		
C10.1.13	Precoating of aggregate using a dedicated plant:				
C10.1.13.1	Product containing low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	50322		
C10.1.13.2	Product containing no low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	12776		
Total Carried Forward					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C10.1.26	Trial sections for all seal types specified (20/10mm seal type)	Lump sum	1		
Total Carried Forward To Summary					

Hoopstad - Bloemhof 12km

GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
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 (grade, and size indicated)	Km	24		
C11.5.1.7	Standards (material, protection, length, diameter and type indicated)	No	100		
C11.5.1.8	Droppers (material, protection, length, diameter and type indicated)	No	250		
C11.5.2	New Gates (size and type indicated)	No	4		
C11.5.4	Dismantling existing fences and gates:				
C11.5.4.1	Fences:				
	(a) Stock-proof fences	Km	5		
Total Carried Forward					

Hoopstad - Bloemhof 12km

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C11.4.1	ERECTING OF GUARDRAILS AT 3,81 M SPACING				
C11.4.1.1	Complete galvanized system complaint to SANS 1350:				
	(a) On timber posts (Drawing reference)	m	100		
	(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			
C11.4.1.2	Terminal sections for 3,81 guardrails comprising of:				
	(a) End wings to SANS 1350	No	8		
	(b) End treatments where single guardrail sections are specified (Drawing reference)	No	10		
	(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	18		
C11.4.5	Additional guardrail posts for 3,81 m systems:				
C11.4.5.1	Timber	No	20		
C11.4.5.3	Extra over C11.4.5.1 and C11.4.5.2 for excavating holes of posts using labour enhanced methods	No	20		
C11.4.6	Reflective plates				
C11.4.6.1	Steel plates	No	20		
C11.4.7	Removing existing guardrails:	m	100		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C11.6.1	ROAD MARKINGS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-mat black or in Class 1 retro-reflective material, where the sign board is constructed from:				
C11.6.1.1	Aluminium sheet (0.2 mm thick)				
	(a) Area 0 to 0,5m2	m2	20		
	(b) Area exceeding 0,5m2 but not 2,0m2	m2	15		
	(c) Area exceeding 2,0m2 but not 10m2	m2	10		
	(d) Area exceeding 10m2	m2	4		
C11.6.4	KILOMETRE MARKERS				
C11.6.4.1	Kilometre markers on posts (type and post indicated and reference to drawings)	No	72		
C11.6.8	DANGER PLATES AT CULVERTS/STRUCTURES				
C11.6.8.1	Size 150 x 600 mm (state post type and reflective material)	No	50		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C11.7.2	RETRO-REFLECTIVE ROAD MARKING				
C11.7.2.1	White lines broken or unbroken	Km	12		
C11.7.2.2	Yellow lines broken or unbroken	Km	24		
C11.7.2.4	White lettering and symbols	m2	20		
C11.7.2.5	Yellow lettering and symbols	m2	20		
C11.7.7	ROAD STUDS				
C11.7.7.1	Permanent road studs complaint to SANS 1442 (type and colours stated)	No	1000		
C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	Km	12		
C11.7.9	Re-establishment the painting unit during the defects notification period and at other instances on instruction of the Engineer	No	2		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
C11.9.1	Finishing the road and road reserve:				
C11.9.1.1	Dual carriageway road	km	12		
Total Carried Forward To Summary					

Chapter	Description	Total R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.4	FACILITIES FOR THE ENGINEER	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C1.7	LOADING AND HAULING	
C4.4	COMMERCIAL MATERIALS	
C5.3	ROAD PAVEMENT LAYERS	
C5.4	STABILISATION	
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS	
C8.1	PRIME COAT	
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS	
C8.3	TEXTURE TREATMENT	
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	
C11	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
	TOTAL FOR SCHEDULED ITEMS CARRIED FORWARD - SUMMARY	
	CPA (/Applicable) 0%	
	10% Contigencies	
	SUBTOTAL	
	Add 15% VAT	
	Tender Sum	

PART C3
SCOPE OF WORK

SECTION A1: STANDARD AMENDMENTS ISSUED BY COTO

Notes to tenderer:

1. **The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in Section A1, together with additional amendments as set out in Section A2 and Project specific Specification Data as set out in Section B.**

SECTION A2: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. **This Section A2 contains amendments to the Standard Specification, including additional clauses, amendment to clauses or deletion of clauses and specifications, required for this particular contract. Where the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications, between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract, these selections are not made in this Section A2. Details of such alternatives or additional requirements applicable to this contract are contained in Section B: Specification Data. Section B also contains project specific sections for Sections C, D and E.**

2. **The number of each clause and each payment item in this part of the project specifications follows the numbering format of the standard specifications.**

SECTION B: PROJECT SPECIFICATIONS

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COTO CHAPTER 1: GENERAL

SECTION 1.1: GENERAL PREAMBLE

PART C: MEASUREMENT AND PAYMENT

C1.1.3 PAYMENT

C1.1.3.5 Payment for materials on the Site

In the last sentence of the 1st paragraph, delete the following:

", or, in the case of crushed stone which has not been purchased but has been produced on the site, at 80% of a fair evaluation of such crushed material".

Add the following new subclauses:

"**C1.1.3.9 Reduced payments for substandard work**

Where provision for reduced payments for sub-standard work is made in the Contract Documentation, acceptance of reduce payment for substandard work may be accepted by the Engineer subject to prior approval by the Employer.

C1.1.3.10 Procurement of sub-services and omitted rates (Second tier procurement)

Second tier procurement include the procurement of any work where either the particulars of the work is not scheduled and priced, or where the process of procurement of the sub-service provider is specified elsewhere in the contract specification. It include the procurement of work where rates have been omitted or where allowance for the work is made under a Provisional sum or Prime sum item or where allowance for the work is made under a Provisional sum or Prime sum item but the particulars of the work is not scheduled, or where work is instructed under clause 13[Variations and Adjustments] or where work is to be performed by Targeted Enterprises.

The following procurement methods is to be followed as appropriate:

a) **Where the particulars of the work is not scheduled but existing rates for similar work exist in the contract and the work can therefore be executed by the contractor or his sub-contractor at the existing contract rates**.

No separate procurement process is required. The work is to be quantified and scheduled utilising existing rates and approved through the Works Authorisation process.

b) **Where the payment calculation is based on a formula specified in the contract document, or**
where the payment rate is pre-determined or fixed by the client.

No separate procurement process is required. The work is to be quantified and approved through the Works Authorisation process.

c) **Where the supplier is not selected by the contractor and actual cost is reimbursable and no procurement process is possible**.

No separate procurement process is required. The work is invoiced by supplier on completion and approved through the Works Authorisation process at the end of the contract.

d) **Where there are omitted items as part of the existing scheduled scope of work and no existing rates for similar work exist in the contract, or**
where there are no existing rates for the materials to be supplied and suitable rates for material to be determined.

A proposal for a new rate shall be submitted by the contractor and evaluated by the engineer, by comparing with either adjusted relevant rates in the contract, or by comparing with similar rates on similar contracts, or by comparing three informal quotes to substantiate the rate. The new agreed rate is approved through the Works Authorisation process.

e) **Where the particulars of the work is not scheduled and the estimated cost of the work (including VAT and excluding Contract Price Adjustment) is equal or less than R500,000.00 and there are no existing rates for similar work and the contractor's proposal submitted in terms of GCC is not accepted and the work is to be performed by a sub-contractor.**

A minimum of three quotations shall be obtained from Targeted Enterprises (as defined in Section D1000). The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),

A Works Authorisation shall be approved prior to execution of the work.

f) **Where the particulars of the work is not scheduled and the estimated cost of the work is more than R500,000.00 (including VAT and excluding Contract Price Adjustment) and there are no existing rates for similar work and the contractor's proposal submitted in terms of GCC is not accepted and the work is to be performed by a sub-contractor.**

The work is to be procured through a tender process. The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance, CIDB (where applicable), SBD1, SBD 4, SBD 8, SBD 9, SBD 6.2, BEE certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer

A Works Authorisation shall be approved prior to execution of the work.

g) **Where the particulars of the work is identified by the contractor to be performed by subcontractors who are Targeted Enterprises to form part of the specified Contract Participation Goals for Targeted Enterprises.**

The work is to be procured as per the process specified in clause D1007.

h) **Where the work is unforeseen, urgent and the relevant procurement method as indicated above will result in a delay to the contract and payment for a claim for extension of time and/or cost, or**
where the above procurement methods are not applicable or cannot fully be complied with.

The Employer will determine the most appropriate procurement process to be followed and approved through the Works Authorisation process."

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.3 GENERAL

Add the following new subclause:

"A1.2.3.24 Reference Manuals, other specifications and test methods

In various chapters of this Standard Specification, reference is made to Manuals, other specifications and test methods. If not otherwise indicated in the Contract Documentation, the latest published Manual, other specification and test methods at time of close of tender will apply. Any changes to be implemented on a project as a result of revisions to manuals, other specifications and test methods, will be handled in terms of the Conditions of Contract.

Certain TRH and TMH documents are published as Manuals/TRH or Manuals/TMH publications. Where reference is made to the TRH or TMH document, it shall be read as referring to the latest version of the Manual/TRH publication or Manual/TMH publication, respectively."

A1.2.7 EXECUTION OF THE WORKS

A1.2.7.1 Programme of work

a) General

Add the following new paragraphs:

"The contractor shall note that the examination of a road with a view to rehabilitation is normally undertaken a considerable period of time before the commencement of the contract, and that conditions may subsequently change. The engineer will make further examinations during the period of contract, and, depending on the results of such examinations, the quantities of any items of work may be drastically increased or decreased.

The contractor shall base his initial programme for road rehabilitation on the scope of the work as described in the project specifications on the quantities contained in the Pricing Schedule (Part C2)."

SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Item **Unit**

C1.3.1 The Contractor's general obligations

Add the following pay subitems:

"C1.3.1.4 Suspension Cost
- a) De-establishment ..... Number
- b) Re-establishment..... Number
- c) Suspension period ..... month
- d) Engineer's cost ..... prime cost sum (PC) sum

Add the following new paragraphs:

"Item C1.3.1.4

The rates tendered under subitem C1.3.1.4 shall represent full compensation for all Costs for Suspension of Work and all Costs during Suspension of Works as per amended Condition of Contract clause 8.9.

Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall be made for the number of de-establishments and re-establishments of all Personnel and Goods (Contractor's Equipment, Materials, Plant and Temporary Works) as instructed by the Engineer. Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall not apply during the Mobilisation Period.

Payment of subitem C1.3.1.4(c) shall be made monthly, pro rata for parts of a month, from the date on which the Contractor has suspended progress of all of the Works in terms of Conditions of Contract clause 8.8 and commenced with de-establishment of the site, until permission or instruction to proceed in terms of Conditions of Contract clause 8.12 is given. Payment of subitem C1.3.1.4(c) shall not apply during the Mobilisation Period.

The Prime Sum in subitem C1.3.1.4(d) is provided to cover the cost of the Engineer during the period of suspension of the works. The amounts certified by the Employer shall be made to the Engineer, within 30 days of it being certified by the Employer."

SECTION 1.4: FACILITIES FOR THE ENGINEER

There are no amendments to this Chapter

COTO CHAPTER 2: SERVICES

There are no amendments to this Chapter

COTO CHAPTER 3: DRAINAGE

There are no amendments to this Chapter

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

There are no amendments to this Chapter

PART A: SPECIFICATION

A5.3.8 WORKMANSHIP

A5.3.8.5 Surface regularity

Add the following to the 1st paragraph:

"The surface regularity shall be assessed on the final prepared layer after all excess fines have been swept off the surface."

c) By using a profiler

In the paragraph following Table A3.5.8--6, delete the following: " for payment items *** _____ ", and replace with the following: "for payment items as specified in the Contract Documentation".

COTO CHAPTER 6: CONCRETE LAYERS

There are no amendments to this Chapter

COTO CHAPTER 7: MAINTENANCE AND REPAIR OF CONCRETE LAYERS

There are no amendments to this Chapter

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

SECTION 8.1: PRIME COAT

PART A: SPECIFICATION

A8.1.5 MATERIALS

A8.1.5.1 Bituminous material

*In Table A8.1.5-1 Delete "*the excavated area*" in the table caption and heading*.

A8.1.8 WORKMANSHIP

A8.1.8.2 Testing

*Replace the last sentence of the 1st paragraph with the following: "*Unless agreed in advance and in writing, the Contractor shall only spray when the Engineer's representative is present.*"*

COTO CHAPTER 9: ASPHALT LAYERS

There are no amendments to this Chapter

COTO CHAPTER 10: SURFACE TREATMENTS

There are no amendments to this Chapter

COTO CHAPTER 11: ANCILLARY ROAD WORKS

There are no amendments to this Chapter

COTO CHAPTER 12: GEOTECHNICAL APPLICATIONS

There are no amendments to this Chapter

COTO CHAPTER 13: STRUCTURES

There are no amendments to this Chapter

COTO CHAPTER 14: REPAIR AND REHABILITATION OF STRUCTURES

There are no amendments to this Chapter

COTO CHAPTER 20: QUALITY ASSURANCE

SECTION 20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

PART A: SPECIFICATION

A20.1.2 DEFINITIONS

Independent site laboratory

*In the definition of "*Independent site laboratory*", add the following:*

*"*Independent Site laboratory in COTO is equivalent to the combined laboratory in the Employer documentation*"*

PART C4: PROJECT INFORMATION

PART C4: PROJECT INFORMATION

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Information Only
All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

C4.1 DESCRIPTION OF THE WORKS

The description of the works shall inter alia contain the following particulars regarding the work to be constructed and maintained under the contract.

C4.1.1 *ROADWORKS*

Project location and limits
Route numbers and lengths of all sections of each road, cross-road, connecting road and access road.
Where the sections of each road, cross-road, etc. start and end, and the nearest destinations
A single or dual-carriageway road, or one carriageway of a future dual-carriageway road
Type of surfacing
Particulars specific to the contract with regard, inter alia, to services which require protection or moving, deviations for the accommodation of traffic, half-width construction, etc.
Appurtenant works such as fencing, road signs, landscaping, etc.

The description of the works shall include reference to all the layout plans.

C4.1.2 *PAVEMENT DESIGN FOR ALL PARTS OF THE VARIOUS ROADS*

Existing pavement information and pavement design
Type of surfacing or reseal
Type of base
Type of upper subbase
Type of lower subbase
Type of upper selected layer
Type of lower selected layer
Type of wearing course (gravel roads)

C4.1.3 *STRUCTURAL WORKS*

(a) *Culverts*

The number, kilometre distance, number of openings, width, height, length and angle of skew of each culvert.

The purpose of each culvert, viz. drainage, services, cattle creep, etc.

(b) *Bridges*

The bridge number, kilometre distance, type of bridge, number of spans, span length, bridge width, horizontal alignment, angle of skew, type of structure, foundation piles, and other characteristics of each bridge.

(c) *Other structures*

More information on work on other structures.

(d) *Rehabilitation of structures*

More information on rehabilitation work

C4.1.4 *MAINTENANCE WORKS*

Maintenance of the works during construction and defects notification periods. Information on Routine Road Maintenance Contracts

C4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only.

The contractor will be supplied with one set of paper prints plus an electronic submission containing all the construction documentation.

Only figured dimensions may be used and drawings may not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

The levels given on bridge drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the engineer of any discrepancies.

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

The contractor is to make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.4 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the contractor to work within confined areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases. (Refer to standard specification sub-clause C1.1.3.2(b)).

C4.5 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan in terms of Section C1000 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C of the Scope of Works. Where the contractor fails to adhere to these requirements the specifications in Section C of the Scope of Works provide the methodology and cost liability of remedy.

C4.6 TRAFFIC

All relevant traffic information should be recorded so that the tenderer is afforded the opportunity to comprehend fully the circumstances that will be encountered on the site. If construction restrictions will be necessary then mention should be made of them here. Actual embargo times and dates are to be shown in C1.2.2 Appendix to Tender: Contract Data clause A8.3(l) and restricted working conditions in clause A8.3(m) and reference to this fact recorded here.

C4.8 CLIMATE

Include rainfall and temperature information

C4.9 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 2014

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.10 SAFETY PROCEDURES

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.11 OTHER INFORMATION

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.13 APPENDICES

Appendix 1: Locality Plan

Appendix 2: Weather Data

Appendix 3: Traffic Data

APPENDIX 1: LOCALITY PLAN

APPENDIX 2: WEATHER DATA

APPENDIX 3: TRAFFIC DATA

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

CONTRACT NUMBER
PR&T/BID07/2022/23

Part C3.5. HIV/AIDS Requirements

C3.5 HIV/AIDS Requirements

The HIV/AIDS requirements are as per the HIV/AIDS Specification published by the Department of Public Works in October 2004 (PW 1544), obtainable from the following address

http://www.publicworks.gov.za/PDFs/consultants_docs/HIV_AIDS_Specification.pdf

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

CONTRACT NUMBER
PR&T/BID07/2022/23

Part C3.6. Guidelines for Subcontracting and Labour Enhancement

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C3.6 Guidelines for Subcontracting and Labour Enhancement

C3.6.1 DEFINITIONS

The community means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"National Small Business Support Strategy" means the national policy in respect of small business support as published by the Minister in the Gazette, and includes the policy as stated in the White Paper on National Strategy for the Development and Promotion of Small Business in South Africa.

"Small business" means a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy mentioned in column I of the Schedule below and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

SCHEDULE OF SMME CLASSIFICATIONS

Sector	Size of class	Total full-time equivalent of paid employees ; less than	Total annual turnover : less than	Total gross asset value (fixed property excluded): less than
Construction	Medium	200	R26.00m	R4.00m
	Small	50	R6.00m	R1.00m
	Very small	20	R2.00m	R0.40m
	Micro	5	R0.15m	R0.10m

"Conventional contract" means any contract for the execution of civil Engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and sub-Contractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

a) have a Contractor grading designation equal to our higher than a Contractor grading designation specified for the Contract, or

b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one Contractor grading designation lower than that required in terms of a) above

"Sub-Contractor" shall be similarly and appropriately construed.

Emerging Contractor means an ABE that can not reasonably be categorised as a conventional Contractor defined above.

Affirmable Business Enterprise (ABE): a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and

b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it: provided, however, that the total annual average turnover, excluding value added tax and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating and the previous three financial years does not exceed:-

   i) R25 million in respect of Contractors who generate more than 75% of their turnover as Prime Contractors.
   ii) R10 million in respect of Contractors who generate less than 25% of their turnover as Prime Contractors.
   iii) R2,5 million in respect of labour-only sub-Contractors
   iv) R10 million in respect of Manufacturers
   v) R15 million in respect of Suppliers
   vi) R2,5 million, exclusive of any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
   vii) R2,5 million in respect of other service providers, e.g. transporters, and that the sum of the average annual turnover for the same period of all the business concerns which are under the Control of Previously Disadvantage Individuals within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in the schedule above, seeking ABE status.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his sub-Contractor who posses special skills and/or who play key roles in the Contractor's or sub-Contractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his sub-Contractor, who is engaged by the Contractor or sub-Contractor to participate in the execution

of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his sub-Contractors.

"Sub-Contractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of sub-Contractor means the level of responsibility carried by and the assistance to be provided to the different grades of sub-contractor in the execution of subcontracts.

"**PLC**" is the Project Liaison Committee

"**Project Committee**" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"**CLO**" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.6.2 COMMUNITY PARTICIPATION

a) **Purpose**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

b) **Structure and Composition**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

c) **Procedures**

i) The PLC deals with labour and ABE involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

ii) The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

d) **Tasks of the PLC**

i) To assist with community liaison and resolution of disputes.

ii) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to ABE's.

iii) To advise on and monitor labour issues.

iv) To assist in resolving labour disputes.

e) **Assistance to the PLC**

i) The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

C3.6.3 USE, DEVELOPMENT AND SUPPORT OF ABE'S WITHOUT CIDB REGISTRATION

a) **Extent of the works to be executed by ABE's.**

A major objective of the RDP is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilisation of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

The Engineer shall advise the Free State Provincial Government: Department of Public Works, Roads and Transport on the contract participation goal (CPG) for local ABE's that may be achieved on the project. This CPG will be stated in the Contract Data.

Only ABE's that have been appointed through the procedures adopted by the PLC shall count towards the achievement of the target, unless the PLC agrees that ABE's that have been engaged by the Contractor as a result of contractual arrangements between the Contractor and such ABE's prior to tendering, or before the adoption of the agreed procedures, can qualify.

Where all tenderers have been supplied with a list of pre-qualified ABE's, these ABE's can be engaged by the Contractor prior to award and will be counted towards the achievement of the CPG.

Upon receipt of a fully motivated written application from the Contractor, the target may be reduced. The circumstances for such a reduction may include inter alia the following:

- non-receipt of valid tenders from ABE's;
- default or failure of appointed ABE's to complete sub-contracts;
- but shall not include the failure of the PLC to approve ABE's referred to above.

b) **Terms and conditions of the subcontract agreements**

The terms and conditions of each subcontract agreement shall be as mutually agreed between the Contractor and the ABE's.

Each subcontract agreement shall contain terms and conditions which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further be such as to specifically ensure that the provisions of this contract pertaining to:

- the allowable sources from which workers may be drawn;
- the terms and conditions relating to the recruitment and employment of the workers
- any training to be provided to the temporary workforce;

shall apply in respect of all workers engaged and employed by any ABE.

Except where it is in conflict with the responsibilities of the sub-Contractor under a particular level of subcontract, the terms and conditions of the subcontract agreement shall:

- include an entitlement of the sub-Contractor to receive such training and support as is contemplated in this contract; and
- an obligation on the ABE to participate and co-operate in such training as is provided for in this contract.

The Contractor shall be responsible for the compilation of each subcontract agreement and for ensuring that terms and conditions thereof are consistent with all requirements as specified in, or reasonably to be inferred from, the provisions of this contract. The Contractor shall bear all costs associated with the compilation of the subcontract documentation and the conclusion of the agreement.

In addition to the provisions of General Conditions of Contract, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Engineer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement and which approval shall not be unreasonably withheld.

The Contractor shall include a condition of subcontract that ABE sub-Contractors shall apply for accreditation through the CEITS Accreditation Programme or other similar approved programme, for small/emerging Contractors.

c) **Formulation of subcontracts**

i) <u>Scope, extent and level of subcontracts</u>

The Contractor shall submit a list of subcontracts that he proposes to let to the PC setting out:

- the scope and extent of the works to be included in any particular subcontract;
- the time at which subcontracts will be let; and
- the duration of the subcontract;

The scope and extent of the proposed subcontracts shall be framed in such a manner as will facilitate the achievement of all objectives and principles pertaining to ABE's use and development as are stated in or as may reasonably be inferred from the conditions of this contract, due cognisance being taken of:

- the prevailing levels, ability, resources and previous experience of the potential candidates available;
- the training and assistance to be provided to the ABE's in terms of this contract;
- the period allowed in the Appendix for completion of the Works and the approved programme of works;
- the scope of the Works described in the Project Specifications; and all constraints and conditions contained in this contract, as may impact upon the subcontract.

The level to be applicable to any particular subcontract shall be selected by the Contractor, in accordance with the following criteria:

- the level of subcontract shall be commensurate with the scope and extent of Works included in the subcontract; and
- the level of subcontract shall be selected taking due cognisance of:
    - the prevailing levels of the available candidates;
    - the assistance to be provided by the Contractor to the ABE's for any given level of subcontract;
    - the training and support to be provided to the ABE's in terms of the contract;
    - the training as may have previously been provided to candidate ABE's under this or other contracts.

The Contractor shall formulate the subcontracts in a manner that will facilitate optimum use of available potential ABE's.

d) **Engagement of sub-Contractors**

The Contractor shall submit a program and procedures that will show the optimum use of ABE's on the contract along the following guidelines.

i) <u>Identification and general training of potential ABE's</u>

The Contractor will, through an appropriate public information campaign in the vicinity of the project, invite potential sub-Contractors to attend information sessions about the scope of the works, the RDP objectives of the Project and the scope of the Works that could be undertaken by ABE's.

Potential ABE's shall be invited to attend training workshops that could include the following modules:

- Estimating and Tendering
- Conditions of Contract & Specification
- Basic Business Appreciation
- Statutory obligations pertaining to the requirements and procedures of inter alia:
  - Site tax/income tax deductions from the amounts due to their employees;
  - The occupational Health and Safety Act 1993; (Act No 85 of 1993);
  - Value-added tax (VAT) and other taxes for which the small sub-Contractor may be liable;
  - His status as an employer.

The training shall be conducted by an accredited training agency and the candidates who successfully complete the training shall receive certificates and their names retained on a list of potential tenderers.

ii) Advertisement

The Contractor shall compile an advertisement setting out the scope and type of work that will be let out to sub-Contractors and inviting interested parties to obtain tender qualification forms. **The compiled advertisement should be submitted to the Employer for approval before placing the advertisement**. The tender qualification form shall elicit information from prospective tenderers that will assist the Contractor in determining the eligibility of the applicant to perform at a particular level of subcontract. This advertisement shall be run in appropriate daily newspapers if available and displayed at public buildings, shops and other places in the vicinity of the project and disseminated through various community structures.

Notwithstanding the above requirements to advertise publicly for invitations to qualify for tenders, the Contractor may invite specific eligible ABE's as he may select.

The PC shall scrutinize the applications in terms of previous experience, equipment, labour force, financial position and location, but without identification, and allocate them to the type of work that they could potentially undertake, having regard also for further training and support.

If after the initial allocation, there should be an excessive number of candidates, a further selection shall be made to reduce the number of potential tenderers per subcontract to no more than five.

iii) Invitation and site inspection

Applicants who satisfy the pre-qualification process shall be invited to attend a site inspection, conducted jointly by the Engineer and the Contractor at which the tender documents shall be handed over and the exact scope and requirement of each sub-contract explained.

iv) Adjudication and award

Upon receipt of the tenders, the Contractor shall adjudicate the tenders and make proposed awards, based on criteria such as balance of rates, overall tender price against realistic cost to deliver in time and at a reasonable margin of profit.

The proposed awards shall then be submitted to the PC for ratification. The PC shall have the right to interview any tenderer for the purpose of:

- clarifying any aspect of the tender;
- verifying the eligibility of the tenderer by further enquiry into aspects that may not be clear from the pre-qualification; and
- making alternative proposals in the event that it is considered a better selection as is available to the Contractor.

Notwithstanding the above, since the responsibility for due performance vests with the Contractor, the Contractor's decision is final should agreement with the PC not be reached as to the preferred candidate.

e) **Training, Mentoring, Guidance and Assistance**

i) Structured training and support

The PLC may assist in identification of the contract workers to undergo training as specified in the training programme specifications in paragraph 9 of this section.

The PLC may assist with formalising a structured development programme for ABE sub-Contractors, having regard for the resources and experience of the ABE's that have been engaged and the scope and level of the subcontracts, in accordance with the criteria set out below.

ii) Co-operative Venture

ABE Contractors who have been identified in the pre-qualification stage and who have some experience and equipment, but who operate independently with little training and backup, should be brought together with a view to forming a co-operative venture to allow them to access work requiring varied skills and equipment and of a larger magnitude.

iii) ABE support office

Such an office shall be part of the Contractor's own site establishment and shall provide administrative and technical services exclusively to ABE's that have been selected according to the processes defined in these project specifications. The following support shall be provided:

- Materials ordering
- Invoicing
- Wage packaging
- Cost control
- Work scheduling
- Setting out of work
- Measurement of work done
- Training

Such an office shall be staffed in joint venture between the Contractor, who shall be paid an amount under the contract for ABE support, the Employer via the training allowed for in the contract, and the ABE's who shall pay a service fee.

iv) Financial Assistance to ABE's

The Contractor shall tender to assist ABE's with:

- Funding of wages between payment certificates at the start of the contract
- Payment for materials channelled through their accounts
- Guarantees for financing of equipment

v) Supply of services and materials

As part of the pre-tender communication strategy, local business and local community structures should be informed of the needs so that they can prepare themselves to take advantage of the opportunities to provide goods and services.

Cartage only subcontracts could be advertised as ABE work and included in the statistics if the proper procedures are followed.

The supply only of material as well as the supply of labour through labour brokers who will work under the supervision of the Contractor, shall not count towards the target of work done by ABE's.

vi) Accredited training

Over and above the in-task training provided to the workforce, training by accredited training providers shall be provided to ABE's as enterprises with the aim of progressing through the levels as defined. The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the ABE's regarding attendance and participation therein. The Contractor shall further make all reasonable efforts to co-ordinate the programming of the ABE's work with that of the delivery of the structured training.

C3.6.4 DISPUTE AVOIDANCE AND RESOLUTION PROCEDURES

The Contractor shall at all times apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular ABE's concerned, as well as the level of subcontract applicable.

The Contractor shall closely monitor and supervise all ABE's and wherever feasible, shall give reasonable warning to the ABE's when any contravention of the terms of the subcontract has occurred or appears likely to occur.

The Contractor shall, whenever feasible, give the ABE's reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the ABE's in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the ABE's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a ABE's, such dispute shall be resolved in accordance with the provisions of the subcontract. Notwithstanding, either party may at any time, refer any dispute to the Project Liaison Committee, the PC or the Engineer for consideration, with a view to facilitating the resolution thereof.

No opinion expressed by, or resolution or decision of the Project Liaison Committee, pertaining to any matter referred to it shall be binding on either party to the subcontract unless:

- it is stated in the subcontract agreement that the Contractor shall be bound by such opinions, resolutions or decisions; or
- the Contractor is instructed in writing by the Engineer to give effect thereto, in which case such instruction of the Engineer may be deemed to constitute an "instruction" as contemplated in the General Conditions of Contract.

C3.6.5 CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of subclause 8(4) of the conditions of contract, the Contractor shall be fully liable for the acts, defaults and neglects of any ABE's, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Nothing contained in this specification shall be deemed to constitute or imply any warranty given by the Contractor to any party, that any ABE's to whom a subcontract is awarded in accordance with the provisions of this specification:

- can or will actually achieve the successful execution and completion of the subcontract; nor
- will not suffer losses or damages as a result of the acceptance of his tender/quotation.

C3.6.6 CERTIFICATE OF EXPERIENCE

The Contractor shall on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the small, medium and micro enterprise a certificate stating:

a) **Contract data:**

- Contract title;
- Contractor's full name and address;
- Engineer's name and address;
- Employer's name;

b) **Subcontract data:**

- ABE's name and address;
- Scope or extent of the subcontract works;
- Value of the subcontract works;
- Applicable level of the subcontract;
- Duration of the subcontract;
- Date of completion of the subcontract;
- Description of the training undergone by the ABE's and certifying the ABE's completion of the subcontract.

The format, layout and appearance of certificates shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates shall be signed by the Engineer and a senior representative of the Contractor, who has been duly authorised thereto.

C3.6.7 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis, daily labour returns to the Engineer indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.

C3.6.8 TEMPORARY WORKFORCE

a) **Record of workforce**

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the Part C1.2.2: Contract Data.

b) **Recruitment and selection procedures**

The Contractor shall be responsible for the final selection of workers to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the PLC or CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the contract relating to training).

The PLC or CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The PLC or CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the PLC or CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences

regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions Pertaining to the Employment of the Temporary Workforce**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil Engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.6.9 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated sub-Contractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE sub-Contractors workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.6.10 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognised by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training, by instructing and motivating the relevant sub-Contractor regarding his staff's attendance and participation therein.

The Contractor shall further make all reasonable efforts to co-ordinate sub-Contractors work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.6.11 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 55.1.5 of the conditions of contract or the penalties specified for non attaining the prescribed CPG's will be applied and doubled.

C3.6.12 MEASUREMENT AND PAYMENT

ITEM	UNIT
C3.6.01 **Training**	
(a) Technical skills……	Prov Sum
(b) Generic Skills ……	Prov Sum
(c) Entrepreneurial Skills ……	Prov Sum
(d) HIV/AIDS……	Prov Sum
(e) Training venue ……	Prov Sum
(f) Contractor's profit and all other charges	
(i) Technical skills ……	percentage (%)
(ii) Generic Skills ……	percentage (%)
(iii) Entrepreneurial Skills ……	percentage (%)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(iv) HIV/AIDS……. ……percentage (%)

The provisional sums under items (a) to (e) provided shall cover all the cost of the training as described in this Section of the Particular Specifications

The tendered percentage under item (f) are percentages of the amounts actually spent under the items (a) to (e), which shall include full compensation for the handling costs of the Contractor, and the profit.

ITEM **UNIT**

C3.6.02 Remuneration of the project liaison

(a) Project liaison officer ……PC Sum

(b) Project liaison committee ……PC Sum

(c) Contractor's profit and all other charges ……percentage (%)

The provisional sum provided shall cover the salary of the duly elected and approved CLO and the payments made by the Contractor to duly elected and approved community members for attending official PLC meetings respectively under (a) and (b).

The tendered percentage under item (c) is a percentage of the amounts actually spent under the items (a) and (b), which shall include full compensation for the handling costs of the Contractor.

ITEM **UNIT**

C3.6.04 **Penalties**

a) Contract participation goals for subcontracting to Affirmable Business Enterprises (ABE) / Targeted Enterprises (CIDB 1CE PE – CIDB 4CE PE) ..... percentage point

b) Targeted Labour ..... percentage point

The **penalty** for item (a) for not meeting the minimum CPG (refer to Part T2: Returnable Documents) shall be as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \mathbf{0.5} \times \frac{(D - Do)}{(100)} \times N_A$$

where

D = tendered Contract Participation Goal percentage

Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
N_A = Net Amount
P = Rand value of penalty payable.

THE minimum set-aside on this for contract for subcontracting to Affirmable Business Enterprise (ABE) / Targeted Enterprise (CIDB 1CE PE – CIDB 4CE PE) is 30%

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \mathbf{1.0} \times \frac{(D - Do)}{(100)} \times N_A$$

where
D = tendered Contract Participation Goal percentage
Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
N_A = Net Amount
P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 4 employees for every R1million spent.

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE PE OR HIGHER, FOR SPECIAL MAINTENANCE OF PRIMARY ROAD P21/4 FOR 12 KM BETWEEN HOOPSTAD AND BLOEMHOF IN THE LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 12 MONTHS

CONTRACT NUMBER
PR&T/BID07/2022/23

Part C4. Site Information

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C4.2	**Tender Drawings**	**Page C4.2-287**

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF POLICE, ROADS AND TRANSPORT

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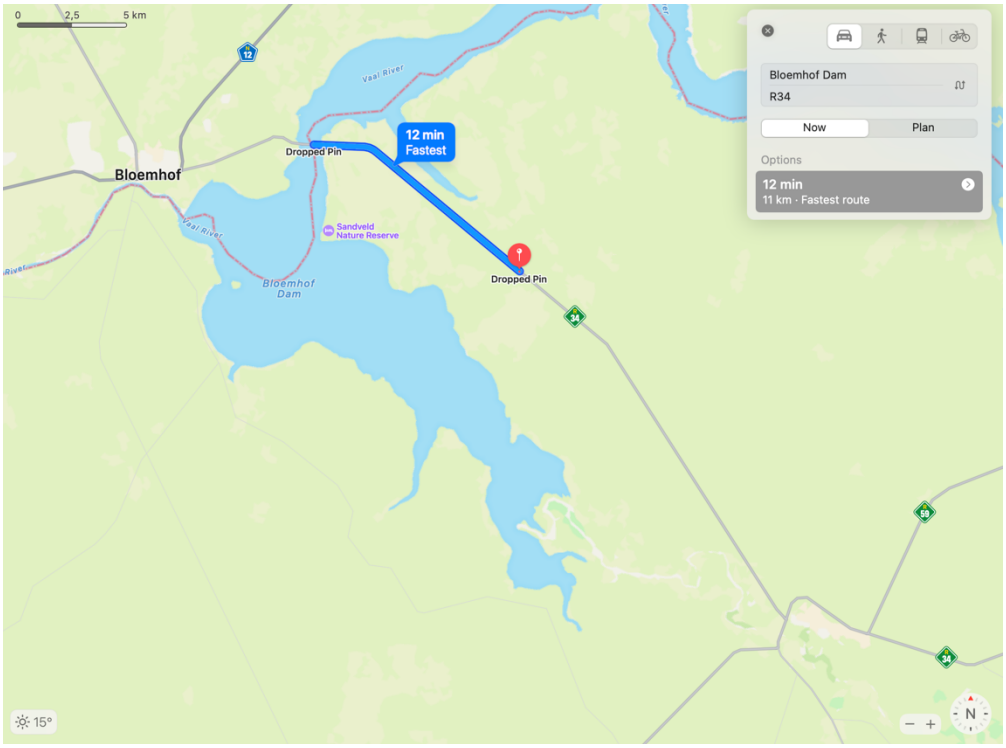
Part C4.1 Location Maps

Maps indicating the surfaced road in Table C3.1.4.1 are attached at:

- Annexure A: Location Map
- Annexure B: Drawings

ANNEXURE A


0
2,5
5 km
12
Vaal River
Bloemhof
Dropped Pin
12 min
Fastest
Sandveld
Nature Reserve
Vaal River
Bloemhof
Dam
Dropped Pin
34
68
34
15°
N
Bloemhof Dam
R34
Now
Plan
Options
12 min
11 km · Fastest route

ANNEXURE B