community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

TENDER NO: CSR&T/BID06/2023/24

APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.

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CLOSING DATE: 01 SEPTEMBER 2023

A CIDB GRADING MINIMUM: 4SK (ONLY)

VOLUME 1

Prepared for:

community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT

P.O. BOX 690
BLOEMFONTEIN
9301

Prepared by:

community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT

P.O. BOX 690
BLOEMFONTEIN
9301

NAME OF TENDERER: ……

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The Engineering and Construction Contract (NEC3) April 2013 published by Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 the South African Institution of Civil Engineering.

Volume 2: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), issued by the Committee of Land Transport Officials which the tenderer shall purchase himself. (See Note 1 below).

Volume 3: 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.

Volume 4: Materials investigation. (Only to be distributed to the successful tenderer)

Notes to tenderer:

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

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

c) **SUBMISSION OF TENDER – the following needs to be submitted:**

- **The issued paper copy tender document, filled in, complete**
- **Completed pricing schedule**

Information provided by a tenderer over and above the above elements of volume 3 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.

d) **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:**

1.1. Form of Offer (paper copy) and state "Alternative Form of Offer"

1.2. All returnable schedules (paper copies) applicable to alternative offer, as is appropriate

1.3. Alternative Pricing Schedule

1.4. Other relevant information.

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.

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FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

REQUEST FOR THE ADVERTISEMENT AND APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 The Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for **APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.**

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **4SK** (Only).

T1.1.3 Tenderers must be registered with the **CIDB** in a ***SK*** 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 Community Safety, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2000. No preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2011.*

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 Danti
Tel no. 051 409 8687
Fax no. 051 409 8683
E-mail : dantis@freetrans.gov.za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the Regional Roads in Hamiliton, Bloemfontein, on **10 August 2023 at 10H00.**

T1.1.7 The closing time, date and venue for receipt of tenders will be **11H00 on 01st September 2023** at the Ground Floor of the Perm building, 45 Chalotte Maxeke Street, Bloemfontein 9300. **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

F.1 General

F.1.1 Actions

The Employer and each tenderer submitting a tender 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 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 part of these conditions of tender.

F.1.3.2 The 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, or deemed to be non-responsive.

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

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, 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 who 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 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 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 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, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time 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 time 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 time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time 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 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 Not applicable.

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 Not applicable.

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

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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

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

2) 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.

3) 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.

4) 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.

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

F3.11.1 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	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	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	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.

quality	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 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 Scoring Financial Offers

Not applicable for framework contracts.

F.3.11.3 Scoring quality (functionality)

Bid Evaluation Stage 2

The evaluation criteria that are to be scored and the maximum score assigned to each of such criteria are as follows and a minimum score required is 60%:

F.3.12 Insurance provided by the Employer

No insurance is provided by the employer.

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 contracts

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

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender.

T1.3.1 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.

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

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance
C1.2 Contract Data
C1.3 Form of Guarantee
C1.4 Adjudicator's appointment (Proforma)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 Bills of Quantities

Part C3: Scope of work

C3.1 Scope of work

Part C4: Site information

C4.1 Site information

Part C5: Annexures

F.1.4 Communication with Employer

The Employer:	**Free State Department of Community Safety, Roads and Transport**	
Technical:	Roads Assets Management Systems	
Name:	Mr S.J Danti	
Address:	153 St Andrews St, Medfontein Building, Bloemfontein.	
Tel No:	082 0599 731	
Fax No:	086 7599 451	

F2.1 Eligibility.

F2.1.1 Only those tenderers who have in their management and supervisory staff satisfying the requirements of the Scope of Work are eligible to submit tenders. NQF Level 5 will be recommended and give advantage to the contractor.

F2.1.2 The following tenderers who are registered with the CIDB 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 3 SK class of construction work.

F2.1.3 Joint ventures are not eligible to submit tenders

F2.1.4 Only those respondents who are registered with the construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission of tenders in a contractor grading designation of **4SK** are eligible to have their submission evaluated.

F2.7 Clarification Meeting:

Date: 10 August 2023

Venue: Hamiliton Roads Offices, 26 Harley Street Bloemfonetin

Time: 10H00

F2.12.2 Alternative Offer.

Not Applicable

F2.13.1 Tender for parts of contract.

Not Applicable

F2.13.3 Submit an original tender with no copies.

F2.13.5 The Employer's Address:
Free State Department of Community Safety, Roads and Transport
P.O. Box 690
Bloemfontein, 9301

Location of Tender Box:

Free State Department of Community Safety, Roads and Transport
45 Perm Building, Charlotte Maxeke (Old Maitland) Street, Bloemfontein

Identification Details:

Tender No: CSR&T/BID06/2023/24

Description of Project:

REQUEST FOR THE ADVERTISEMENT AND APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.

SCOPE OF WORKS

The Road marking project will be implemented within the Free State Provincial Road Network in the following regions namely: Thabo Mofutsanyana, Fezile Dabi, Lejweleputswa, Xhariep and Mangaung Metropolitan Municipality.

Primary scope of work entails the following:

Road markings are provided to regulate and guide the road users. Road markings should therefore embody the following properties:

(a) Good visibility by day and night;

(b) Good skid resistance;

(c) Durability;

(d) Clarity of message;

(e) Where appropriate, symbolic markings should be elongated in the direction of movement of traffic;

(f) Elongated markings should be sized (length) in relation to the operating speed of traffic;

(g) Short drying or application times to keep traffic disruption to a minimum;

(h) Low environmental impact (products shall not contain substances banned under national or international law).

It is recommended that only road studs which comply with the requirements of the South African Standard Specification SANS 1442:2008 be used. Road studs may be omnidirectional, uni-directional or bi-directional. Omnidirectional road studs are only appropriate where all-round visibility of the stud does not conflict with the colour code or function provisions. The most likely application of omnidirectional road studs to comply with these requirements is with a LANE LINE marking GM1. Uni-directional road studs

may be specified for use in white, yellow or red. Bi-directional road studs may be specified as:

(a) white/white;
(b) white/red;
(c) yellow/yellow;
(d) yellow/red;
(e) red/red

The scope of work will entail but not be limited to the following:

- ✓ Ensure that the programme is fully compliant to all legislation, conditions of contract and EPWP principles and it will be an integrated management approach.
- ✓ Design for scope of works will be in line with EPWP LIC methods and COTO standards specifications for roads and bridge works for south African road authorities.
- ✓ Provision of all test results as and when required by the client
- ✓ Ensure management of Health and Safety for construction operations.
- ✓ Maintenance of Health and Safety requirements as per the regulations.
- ✓ Ensure implementation of social facilitation standards, procedures and processes which involves close collaboration with communities through the office of mayor at local municipality level.
- ✓ Preparation and submission of monthly progress reports.
- ✓ Prepare and submission of close out reports end of each financial year.

Road markings and installation of road studs on paved roads network which will be distributed across 5 Regions in all the Free State:

No	**Districts**
1	Mangaung
2	Xhariep
3	Lejweleputswa
4	Fezile Dabi
5	Thabo Mofutsanyana

Scope of work to be fulfilled will be as per Departmental needs but not limited to:

Painting of stop signs, Ireland, yellow lines, red and white and road studs installation

F2.15.1 Closing Date & Time

Closing Date: **01 September 2023** at the Tender box, Department of Community Safety. Roads and Transport,45 Perm Building, Charlotte Maxeke (Old Maitland), Bloemfontein.

Closing Time: 11:00

F2.16 Tender Offer Validity:

90 Calendar Days from Closing Date.

F3.4.1 Opening of Tender Submissions

Directly after closing of tender.

F3.11.1 Evaluation of tender Offers.

The evaluation will be conducted in 3 stages as follows:

1. Mandatory Requirements
2. Functionality – 40 Points
3. Specific Goals

F3.11.1.1 BID Evaluation Phase Stage 1: Pre-Qualification criteria for preferential procurement

1. Compulsary Attendance of breafing session
2. Provide a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub- Contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number);
3. Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black ink non-erasable and attach all returnable documents.

4. Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA……)
5. Bidders must attach a valid CIDB grading **4SK (Only)** Certificate.

NB: No joint venture/consortium or any form of partnership is allowed

F3.11.1.2 BID Evaluation Stage 2: Pre-qualification criteria for functionality

The evaluation criteria that are to be scored and the maximum score assigned to each of such criteria are as follows and a minimum score required is 60%:

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
Experience	Bidders must submit and attach Copies of Appointment Letters, Completion certificates of a similar project(s) completed and be of the same project. Appointment letters will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar projects undertaken. ✓ It must contain contact details, signed and dated by authorised personnel. **NB**: Appointment Letters and Completion Certificates must be of the same project, if not, NO points will be scored, and this criteria will be evaluated as set. Failure to attach will result in no points being allocated.	3 projects of similar type & above	**15**	**15**
		2 projects of similar type	**10**	
		1 projects of similar type	**5**	
		0 – Project of similar type	**0**	

Key staff: Bidders must attach CV's and Certified copies of qualifications of Contracts manager and Administration Officer for points to be allocated. **NB: Failure to attach will result in no points being allocated.**				
Capacity	**Key staff:** Bidders must attach CV's and copies of qualifications of **contracts manager** and **site agent** for points to be allocated. Failure to attach will result in no points being allocated.	**Contracts Manager** Years of experience 5 or more years with certificate (SARTSM) in road marking. Bidders must attach CV and employment contracts	**5**	**5**
		Contracts Manager 3 – 4 years of experience and with certificate (SARTSM). Bidders must attach CV and employment contracts or no qualifications.	**3**	
		Site Agent-Years of experience 2 or more years. Bidders must attach CV and employment contracts	**5**	**5**
		Site Agent - Relevant 1-year experience supported with signed reference letter on previous employer's letterhead. Bidders must attach CV and signed employment contract	**3**	
	Capacity to deliver (equipment): Ownership / Rental of a plant its critical and Bidders must attach proof (e-natis certificate of ownership or rental) thereof / In case of rental a lease agreement must be attached along with e-natis certificate of ownership of the leaser. Any quantities submitted less than the indicated amounts will be allocated 0 points.	1 x truck mounted with road marking equipment (e-natis certificate / lease agreement)	**4**	**10**
		1 x Road line marking machine IRC-35 fitted with glass pits equipment	**3**	
		1 x Steel drum roller	**3**	
		0–Non submission	**0**	
Locality: Locally based office within Free State Province	**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.**	Free State based offices (Municipal rates and Taxes to be attached).	**5**	**5**
		Outside Free State Province based offices (Municipal rate and taxes to be attached)	**2**	
Total				**40**

Bidders must achieve the minimum of 60% (24 points) of the functionality points to be considered for further evaluation in stage 3.

F3.11.1.3 BID Evaluation Stage 3: PREFERENCIAL CLAIM POINTS IN TERMS OF PREFERENCIAL PROCUREMENT REGULATION SYSTEMS.

POINTS AWARDED FOR SPECIFIC GOALS

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Proof of documents to be attached**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Enterprise with ownership of 51% or more by person/s who are black person/s.	**5**	CIPC and Certified ID copies	
Enterprise with ownership of 51% or more by person/s who are women.	**5**	CIPC and Certified ID copies	
Enterprise with ownership of 51% or more by person/s who are youth.	**5**	CIPC and Certified ID copies	
Enterprise with ownership of 51% or more by person/s with disability.	**2**	CIPC, Certified ID copies and medical certificate	
Enterprise with ownership of 51% or more by persons who are military veterans	**3**	Military veteran profile (including force number, three referees and detachment and commander.	
Total	**20**		

DURATION OF THE CONTRACT

The project will be executed over a period not exceeding ***Thirty-Six (36) Months***, starting from the day of the award by the Accounting Officer. The service providers will be expected to work on a full-time basis during this period. The defects liability period for the project will be 36 months after practical completion.

THE FOLLOWING CONDITIONS FORM PART OF SPECIAL CONDITIONS OF BID

- ✓ Bids must be valid for **90 days**
- ✓ Bidder would not be allowed to bid more than once.
- ✓ The first top number of qualifying bidders per district would be awarded the contract of the work
- ✓ The projects will be allocated in terms of CIDB grading submitted.
- ✓ The Department of Community Safety, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Community Safety, 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 proposal 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.
- ✓ Bidders who falsify any information will be disqualified-If it's discovered during the contract period, the Department reserves the right to terminate the contract immediately
- ✓ *Bidders must attach the latest annual financial statements which must be duly signed by an accredited accounting firm.*

The following information must be attached to the bid document:

- ✓ Business profile.
- ✓ Certified copy of Companies and Intellectual Property Commission (CIPC).
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.

NB: No late/faxed/e-mailed/posted submissions will be accepted or considered.

CLOSING DATE , TIME AND VENUE FOR SUBMISIONS

The Bid document must be placed in a sealed envelope. The title "**ROAD MARKING PROJECTS**." must be clearly written or typed on the envelope. The envelope must be deposited in the Tender Box at following address:

45 Perm Building
Charlotte Maxeke Street
46 Bloemfontein
9301

Closing date for Bid documents is 11h00 AM, 01 September 2023 provided by SCM:

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.

PART T2 RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SECTION	DESCRIPTION	PAGE
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS	32
SCHEDULE B	CERTIFICATE OF AUTHORITY	33-35
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE	36-38
SCHEDULE D	PLANT AND EQUIPMENT	39
SCHEDULE E	EXPERIENCE OF TENDERER	41
SCHEDULE F	PROPOSED SUBCONTRACTORS	43
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SCHEDULE I	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	47
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SCHEDULE N	SBD 3.1: PRICING SCHEDULE-FIRM PRICE (PURCHASES)	56
SCHEDULE O	SBD 4 : BIDDER'S DISCLOSURE	57-58
SCHEDULE P	SBD 6.1: PREFERENTIAL PROCUREMENT REGULATIONS 2022	59 - 62

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

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 : ` COMPULSORY ENTERPRISE QUESTIONNAIRE

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 F : PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

a) Subcontractors : CIDB grading 3CE only

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

b) Subcontractors : CIDB grading 3CE and unregistered ABE's if available

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

SIGNATURE : .....……...……...

ATTACH PRE-TENDER AGREEMENTS HERE

SCHEDULE G : TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE : .....……..……..

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

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 2003, 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: PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)			
BID NUMBER:	**CSR&T/BID06/2023/24**	CLOSING DATE: **01-SEPTEMBER -2023**	CLOSING TIME: **11:00**
DESCRIPTION	**APPOINTMENT OF TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS.**		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*			
45 PERM BUILDING			
CHARLOTTE MAXEKE STREET			
BLOEMFONTEIN			
9301			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Me. W Makutoane**	CONTACT PERSON	**Mr. S.J. Danti**
TELEPHONE NUMBER	**051 409 8891**	TELEPHONE NUMBER	
CELL NUMBER	**066 476 2569**	CELL NUMBER	**082 059 9731**
E-MAIL ADDRESS	makutoanew@freetrans.gov.za/ **winnieprtscm@gmail.com**	E-MAIL ADDRESS	**sekated@gmail.com**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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.

SCHEDULE M: PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
2.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
2.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
2.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: **……..**

SCHEDULE N: SBD 3.1 PRICING SCHEDULE – FIRM PRICE (PURCHASES)

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

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

Name of bidder……	Bid number: CSR&T/BID06/2023/24
Closing Time: 11:00	Closing date: 01-SEPTEMBER -2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

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

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SCHEDULE O: ANNEXURE B - SBD 4 BIDDERS 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

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ 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

2.4 If so, furnish particulars:

……
……

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2 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
……...	……
Position	Name of bidder

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SCHEDULE P: SBD 6.1- PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state (*delete whichever is not applicable for this tender*).

(a) The applicable preference point system for this tender is the **Specific Goals**.

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

1.4

(a) Specific Goals.

1.5 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**20**

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

1.7 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. ***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS	**N/A**	**20**		
Total	**N/A**	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
Dispute resolution Option and secondary Options of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)		
10.1	**The *Employer* is**	**Name of Employer:** Free State Provincial Government represented by Head of Department: Department of Community Safety, Roads and Transport
	Address	**Physical:** 45 Charlotte Maxeke Street Bloemfontein 9300 Telephone No: (051) 409 8575
	The *Contracts Manager* is: Name	**Chief Director Roads** Physical: Room 325 3rd Floor Medfontein Building 155 St Andrews Street Bloemfontein 9300 E-Mail: roads-PA@freetrans.gov.za Tel No: 051 409 8579

11.2(2) Frame work information

This contract will be the governing contract used for the successful management of a panel of contractors. The panel shall be appointed for a period of 36 months from the issuing of the appointment letters and will during this period receive the opportunity to quote on various work packages.

11.2(3) Work package

1. Work packages will consist of performing the following duties:
    A. **Periodic Maintenance**: Road marking and installation of road studs
    B. Work packages will have their own set of contract specific data and specifications that should be read in conjunction with those of this contract. Contract specifications of the framework contract shall govern over those of the work packages unless otherwise stipulated in this contract.

20.1 Selection Procedure

The selection criteria to be implemented shall be on the basis of even rotational allocation processes. Even rotaional process shall be conducted on the basis of relevant supply chain and procurement processes.

22.1 Package order

The selection criteria to be implemented shall be on the basis of even rotational allocation processes. Even rotaional process shall be conducted on the basis of relevant supply chain and procurement processes.

Additional Contractual conditions and specifications will be extensively detailed in the package orders to be conducted under this contract.

30.2B Extension of contract

Extension of contract will only be considered for the following reasons:

1. Inclement weather
2. Change in scope
3. Variation orders
4. Community and Labour unrests
5. Natural disasters (acts of God)
6. Political instability
7. Material unavailability

Extensions as a result of the above shall not carry any additional cost to the project, unless it is caused by change in scope and/ or variations. Extention on factors cited above will be for time only without additional costs.

90.1 Termination

Termination of this contract shall be done under the following reasons:

1. Fraudulent and corrupt activities.
2. Neglecting contractual duties.
3. Lack of capacity to complete contractual obligations, stipulated under this contract and any of its work packages.
4. Continuous lack of performance resulting to continued termination of work orders issued.

The termination of this contract shall be in accordance with the termination procedure as set out in NEC3 Framework Contract and NEC 3 Engineering and Construction Contract clauses 90 through to 93.

X Contract Price Adjustment For Inflation

CPA will be catered for and addressed separately, for each individual work package. The base month shall be regarded as the month prior to submission of quotations for work packages.

Z Additional Conditions of Contract

Z1 Conditions specified under this heading in various work packages be read in conjunction with this contract and those that do not conflict with conditions of this contract shall be deemed to be applicable.

Z2 Claims (Compensation events)

No standing time claims will be considered for any contractors carrying out works under this framework agreement, resulting from:

1. Labour unrests
2. Material testing and waiting results
3. Litigation from other service providers or by third party either to the client or the contractor
4. Inclement weather

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract – June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3- GN) 2 in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statement	Data
10.1	**The *Contractor* is (Name):**	
	Address:	
	Tel No:	
	Fax No:	
	Contact Person:	
	The Data which will apply to all Package Orders is the same as above.	
	All data shall be extensively detailed in preceding contracts for individual package orders.	

C1.3 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 TWENTY (20) SERVICE PROVIDERS WITH DESIGNATED CIDB GRADING LEVEL 4SK (ONLY) FOR ROAD MARKING AND INSTALLATION OF ROAD STUDS FRAME WORK IN ALL REGIONS AS AND WHEN REQUIRED IN THE FREE STATE PAVED ROADS NETWORKS FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 36 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.

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)

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 Consultant) 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