community safety, roads & transport

Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

TENDER NO. CSR&T/BID11/2023/24

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34.

CIDB LEVEL REQUIRED: CIDB 5CEPE AND HIGHER

Name of Tenderer: ……..…….

MAAA:……..

Bid Amount: …….

This tender closes at 11h00 on 26-September 2023 at the SCM offices of the Department of Community Safety, Roads and Transport at 45 Charlotte Maxeke Street, Bloemfontein, 9300

LATE SUBMISSIONS WILL NOT BE CONSIDERED

Issued by:	**Prepared by:**
The Department of Community Safety, Roads and Transport	**The Department of Community Safety, Roads and Transport**
45 Charlotte Maxeke Street	St Andrew Street
Perm building	Medfontein building
Bloemfontein	Bloemfontein
3201	3201
Contact Name: SCM Offices	Contact Name: Roads Technical
Telephone: (051) 409 8891 or (051) 409 8899	Telephone: (051) 409 8575

S'HAMBA SONKE

EXPANDED PUBLIC WORKS PROGRAMME

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34

TENDER NO.CSR&T/BID11/2023/24

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FOREWORD

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

THE TENDER consists of two parts, namely:

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

and

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

THE CONTRACT consists of four parts, namely:

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

1. **C2 : Pricing Data** Volume 1
2.

1. **C3 : Scope of Work** ..... Volume 1
(Specifications and Project Specifications)

and

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

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34

Tender No. CSR&T/BID11/2023/24

THE TENDER

PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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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 **PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34. Tender No. CSR&T/BID11/2023/24**

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **5 CEPE** or higher.

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

T1.1.4 **Preferences**

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 2010. The 80/20 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2017.*

T1.1.5 **Tender Documents**

1. The tender documents will be given to the respective contractors on the day of tender briefing

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

Mr/Mrs/Ms RE Seate
Tel no. 051 409 8687
Cell no. 082 059 9706
E-mail : kmohami@yahoo.com

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the Regional Roads Office.
Venue: 26 Hartley Street, Hamilton, Bloemfontein
Date: 18 September 2023
Time: 10H00 AM

T1.1.7 The closing time, date and venue for receipt of tenders will be **11h00 on 26-September-2023** at the Ground Floor of Perm Building, 45 Charlotte Maxeke, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)			
BID NUMBER:	**CSR&T/BID11/2023/24**	CLOSING DATE: **26-SEPT-2023**	CLOSING TIME: **11:00**
DESCRIPTION	**Periodic Maintenance of Tweespruit Access Road, SS604/S34**		
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 / Mr. TE Sekwena**	CONTACT PERSON	**Mrs RE Seate**
TELEPHONE NUMBER	**051 409 8891**	TELEPHONE NUMBER	
CELL NUMBER	**066 476 2569 / 082 0599 721**	CELL NUMBER	**082 059 9706**
E-MAIL ADDRESS	**makutoanew@freetrans.gov.za/ SekwenaT@freetrans.gov.za**	E-MAIL ADDRESS	mohamik@freetrans.gov.za; kmohami@yahoo.com

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

PART B
TERMS AND CONDITIONS FOR BIDDING

	1. **BID SUBMISSION:**
1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.**
3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
	2. **TAX COMPLIANCE REQUIREMENTS**
3.	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
4.	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
5.	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
6.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
7.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
8.	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
9.	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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: ……...

T1.2 STANDARD CONDITIONS OF TENDER

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

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

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

Clause number Wording

F.1 GENERAL

F.1.1 Actions

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

F.1.2 Tender documents

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

F.1.3 Interpretation

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

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

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

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

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

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

F.1.4 Communication and Employer's Agent

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

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

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

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked “Financial Proposal” and place the

remaining returnable documents in an envelope marked “Technical Proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the Tender Data, as well as the Tenderer’s name and contact address.

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

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

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

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

F.2.15 Closing date and time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

1. meets the requirements of these Conditions of Tender,

2. has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or

c) Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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

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***.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 **General**
Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

and preferences	) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.) Calculate total tender evaluation points.) Rank tender offers from the highest number of tender evaluation points to the lowest.) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 **Evaluation Criteria**

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful Tenderers

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

F.3.15 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

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

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

F.3.16 Issue final contract

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

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contract

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

T1.3 TENDER DATA

T1.3.1 GENERAL

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

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

Clause number **Wording**

F1. GENERAL

F.1.2 Tender documents

The tender documents issued by the Employer comprise of:

a) VOLUME 1: PROJECT DOCUMENT

This volume is the Project Document for the identified contract number C00000000 and contains the following sections:

THE TENDER

PART T1: TENDERING PROCEDURES

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

PART T2: RETURNABLE DOCUMENTS

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

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

PART C3: SCOPE OF WORK

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

PART C4: SITE INFORMATION

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

VOLUME 3: ***General Conditions of Contract for construction works, 2nd edition 2015***, issued by the South African Institute of Civil Engineering.

VOLUME 4: ***The COTO Standard Specifications for Road and Bridge Works for State Road Authorities October 2020***, issued by the Committee of Land Transport Officials.
VOLUME 5: TG2 Third Edition August 2020 Technical Guideline: Bitumen Stabilised Materials, A Guideline for the Design and Construction of Bitumen Emulsion and Foamed Bitumen Stabilised Materials

g) ***The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2014 (Government Gazette No 25207 of 18 July 2014, Notice No R1010)*****, together with all COVID related regulations.** This document is obtainable separately, and Tenderers shall obtain their own copies.

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

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

2. SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

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

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

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

F.1.4 Communication and Employer’s Agent

The Employer’s Agent is: Mrs RE Seate

Address	:	Perm Building, 45 Charlotte Maxeke Street, BLOEMFONTEIN.
Tel no	:	+27 82 059 9706
Fax no	:	
e-mail	:	kmohami@yahoo.com

The Engineer per GCC 2015 is Mrs RE Seate

Address	:	Medfontein Building , St. Andrew Street, BLOEMFONTEIN.
Tel no	:	+27 82 059 9706
Fax no	:	
e-mail	:	kmohami@yahoo.com

F2.1 Eligibility

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

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

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **5CEPE or higher** class of construction work; and

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

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

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

a) every member of the joint venture is registered with the CIDB;
b) the lead partner has a contractor grading designation in the **5 CEPE or higher** class of construction work; or

c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5 CEPE or higher** class of construction work.

F2.7 Site visit and clarification meeting

Date: 18th September 2023
Venue: Hamilton Roads Office 26 Hartley Street, Bloemfontein
Time: 10H00 AM

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

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

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

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

F2.12. Alternative tender offers

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

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

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

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

F2.13 Submitting a tender offer

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

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

The Head
Department of Community Safety, Roads and Transport
P O Box 690
Room 219
Perm Building
Charlotte Maxeke Street
BLOEMFONTEIN
9300

Location of tender box **: Ground Floor of** 45 Charlotte Maxeke Street, Perm Building, Bloemfontein

Identification details

Description of project **: PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34**

F2.15 Closing time

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

F2.16 Tender offer validity

The tender offer validity period is ***90 calendar*** days from the closing date for submission of tenders.

F2.18 Provide other material

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

F2.23 Certificates

The following certificates need to be included in the Tender:

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

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

F3.4 Opening of tender submissions

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

F3.5 Two-envelope system

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

F3.11 Evaluation of tender offers

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

F3.11.2 **Scoring quality (Functionality)**

Points for functionality will be allocated according to the table below.

Mandatory Requirements

11.3.2 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);

11.3.3 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.

11.3.4 Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA……)

11.3.5 Bidders must attach a valid CIDB grading Certificate of level 5 CEPE or Higher.

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

F3.12 EVALUATION CRITERIA

The Bids will be evaluated on Mandatory requirements, Functionality, whereby potential service providers are **expected to score minimum points of 24 out of 40 for functionality**. Failure to score the required minimum score of 24 points, then the bidder will be disqualified;

Further, all bids that have scored equal or more than 24 points for functionality will be evaluated using 80/20 preference points system, as the anticipated that, project cost for the request to Bid is less than R50 000 000.00.

NB: It must be noted that functionality will be evaluated separately from specific goals.

The Bids will be evaluated on a Three Stage Process:

- Phase 1: Mandatory Requirements
- Phase 2: Functionality – 40 Points
- Phase 3: Specific goals

F3.12.1 PHASE 1-MANDATORY REQUIREMENTS

F3.12.1.1 Attendance of briefing session

Briefing session will be held as per the details below and in addition the purpose is to give contractors clear requirements of the bid. Furthermore, it must be noted that, bidders who will not attend the briefing session as requested will be disqualified.

Completed and signed attendance register will be used to verify attendance of each bidder.

Date:18 September 2023

Venue:26 Hartley Street, Hamilton, Bloemfontein, 9300

Time:10:00

Technical enquiries: Mrs RE Seate (082 0599 706)

Email address: mohamik@freetrans.gov.za, kmohami@gmail.com.com

SCM enquiries: Mr. T. Makhetha @ 082 059 9721 / Ms. W. Makutoane @ 066 476 2569

Email address: MakhethaT@freetrans.gov.za, MakutoaneW@freetrans.gov.za;

F3.12.1.2 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);

F3.12.1.3 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.

F3.12.1.4 Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA……)

F3.12.1.5 Bidders must attach a valid CIDB grading Certificate of level 5 CEPE or Higher.

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

F3.12.2 PHASE 2: FUNCTIONALITY

<table>
<tr><td colspan="6">SCORE GRID</td></tr>
<tr><td>Criterion</td><td>Description of criteria</td><td colspan="2">Scoring</td><td>Points</td><td>Total Points Allocation</td></tr>
<tr><td rowspan="4">Experience</td><td rowspan="4">Bidders must submit and attach Copies of

Appointment/Acceptance/ Award Letters and 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/Acceptance/ Award 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.

Appointment letters and completion certificates must be of the same contract, failure to adhere to the above conditions will result in points forfeiture.</td><td colspan="2">5 projects of similar type & above</td><td>15</td><td rowspan="4">15</td></tr>
<tr><td colspan="2">4 projects of similar type</td><td>10</td></tr>
<tr><td colspan="2">3 Sub-contracting projects of similar type</td><td>5</td></tr>
<tr><td colspan="2">0 – Project of similar type</td><td>0</td></tr>
<tr><td colspan="6">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. The period of experience on a similar project should indicate the date as follows: day, month, and year.</td></tr>
<tr><td rowspan="2">Capacity

NB: Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: 01/07/2016 to 31/07/2021 (5 Years)</td><td rowspan="2">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.</td><td colspan="2">Contracts Manager 3 or more Years of experience with certificate in Road Maintenance. Bidders must attach CV and employment contracts signed by both parties</td><td>5</td><td rowspan="2">5</td></tr>
<tr><td colspan="2">Contracts Manager 2– less than 3 years experience and with certificate in Road Maintenance. Bidders must attach CV and employment contracts signed by both parties</td><td>3</td></tr>
</table>

		Site Agent- 2 or more years of experience. Bidders must attach CV and employment contracts signed by both parties	**5**	**5**
		Site Foreman – 1 or more years of 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 is 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 Maintenance equipment (e-natis certificate / lease agreement)	**4**	**10**
		1 x TLB	**4**	
		1 x Concrete mixer	**2**	
		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, Thabo Mofutsanyane District (Municipal rates and Taxes to be attached).	**5**	**5**
		Free State based offices (Municipality Rates and Taxes to be attached)	**3**	
		Outside Free State Province based offices (Municipal rate and taxes to be attached)	**1**	
Total				**40**

11.5 PHASE 3: PRICE AND SPECIFIC GOALS:

PREFERENCIAL CLAIM POINTS IN TERMS OF PREFERENCIAL PROCUREMENT REGULATION SYSTEMS Assessment for phase 3 will be evaluated on 80/20 preferential point system:

Price : 80

Specific Goals : 20

Price: 80: The lowest acceptable Bidder qualifies for maximum points of 80 for price. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 4, item 1 of the PPR 2022 as follows:

$$P = 80 \times 1 - \frac{(Pt - P\,min)}{P\,min}$$

Where:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender

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.	**4**	CIPC and Certified ID copies	
Enterprise with ownership of 51% or more by person/s who are women.	**6**	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**		

F3.13 Acceptance of tender offer

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

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

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

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

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

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

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

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

h) the Tenderer has not:

1. abused the Employer's Supply Chain Management System; or

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

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

F3.18 Provide copies of the contract

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

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:

a) Business profile.
b) Certified copy of Companies and Intellectual Property Commission (CIPC).
c) 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.

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34
CSR&T/BID11/2023/24

PART T2 : RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

The list of returnable documents comprises the following :

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

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT T225

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER T236

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:

1. a member of any municipal council
2. a member of any provincial legislature
3. a member of the National Assembly or the National Council of Province

1. a member of the board of directors of any municipal entity
2. 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:

3. a member of any municipal council
4. a member of any provincial legislature
5. a member of the National Assembly or the National Council of Province
6. a member of the board of directors of any municipal entity
7. 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

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

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;

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;

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;

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.

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

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

Attach additional pages if more space is required

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

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

Note: Attach additional pages if more space is required

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

SIGNATURE: .....

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E: EXPERIENCE OF TENDERER

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

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

SIGNATURE: .....……..……..

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

SCHEDULE G: TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE: .....……...……..

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

SCHEDULE H: PRELIMINARY PROGRAMME

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

PROGRAMME

ACTIVITY	MONTHS													

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

SIGNATURE: .....……...……...

ATTACH PRELIMINARY PROGRAM HERE

SCHEDULE I: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

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

(a)AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

SIGNATURE: .....……...……...

ATTACH ALTERNATIVES HERE

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

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

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

Declaration by Tenderer

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

SIGNATURE: .....

CONTRACTOR'S SAFETY PLAN

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

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

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

    1. 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)

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

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

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

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

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

Contractor's OHS Management System checklist

1.OHS Policy and Management

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

2.Safe Work Practices and Procedures

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

3.**OHS Training**

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

4.**Health and Safety Workplace Inspection**.

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

5.**Health and Safety Consultation**.

		Yes		No
5.1	Is there a workplace health and safety committee?			

5.2	Are employees involved in decision making over OHS matters?			
5.3	Are there employee elected health and safety representatives?			

6.**OHS Performance Monitoring.**

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

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

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

SCHEDULE K: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

SCHEDULE L: TAX CLEARANCE REQUIREMENTS

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

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

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

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

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

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

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

3. Tax pin document with updated information can be attach to verify the validity of SARS bid status

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/BID11/2023/24

Closing Time: 11:00 Closing date: 26 September -2023

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

ITEM NO. QUANTITY DESCRIPTIONBID 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:

…….
…….

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

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

GENERAL CONDITIONS

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).

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**.

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

(a) Specific Goals.

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**

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.

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.

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).

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**

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

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**

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

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:……

……

……
……

SECTOR DESIGNATION

1. The stipulated minimum threshold percentages for local production and content in respect of bagged and bulk cement produced using locally produced raw materials areas follows:

Cement Type	Description	Application	Stipulated Minimum Threshold
Road Cem I	Pure Portland cement with a 95-100% clinker.	All civil and building construction as Appropriate	100%
Road Cem II	Portland cement containing varying additions of secondarymaterials, i.e. fly ash, pozzolana, slag, silicafume, or limestone	All civil and building construction as appropriate	100%
Road Cem III	blast furnace cement,50% OPC, 50% blastfurnace slag	All civil and building construction as appropriate	100%
Road Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as Appropriate	100%
Road Cem V	Composite cement: slagand ash cement. Blended cements with more than one blendingmaterial	All civil and building construction as appropriate	100%
Masonry cement	Mixture of Portland cement and plasticizingmaterials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100%

2. In the designation, all the cement types contained in the above table must be manufactured using locally produced clinker and locally sourced secondary materials (e.g. gypsum, fly ash, ground granulated blast furnace slag, limestone and silica fume.

3. In terms of bagged cement, the imported component of the packaging bag used in the manufacture and packaging of cement will be deemed to have been sourced locally. These inputs should be imported in raw material form for further fabrication in South Africa. The imported input raw materials (paper), as specified above, used in the packaging of cement will be deemed to have been sourced locally for the purposes ofcalculating local content.

All the cement types in the above table must comply with the requirements of SANS 50197 or SANS 50413 and are required to have a Letter of Authority (LoA) issued by the National Regulator for Compulsory Standards (NRCS)

SBD 4

SBD 4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest3 in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……
……

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

1. If so, furnish particulars:
……

3 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.

……

3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium4 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.

1. 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

TENDER NO. CSR&T/BID11/2023/24

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34 FROM CHAINAGE 0+000 TO CHAINAGE 1.200 FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

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

C1.1 Form of Offer and Acceptance

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

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34 FROM CHAINAGE 0+000 TO CHAINAGE 1+200 FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

…… Rand (in words);

R ……
(in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF:

……Rand (in words):

R ……...
(in figures, which will be equivalent to 30% of the contract amount in line with item 33 of 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:	Witness:
. . . . . Signature . . . . . Name and Surname . . . . . Capacity	. . . . . Signature . . . . . Name

Name and address of organization . . . . . .

. . . .

Date: . . . . . .

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.
Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

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

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

For the Employer:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Name and address of Organization: . . . . . .

. . . . . .

. . . . . .

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 authorized 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 organization:Name and address of organization:

……

……

……

…… Witness Signature……

…… Witness Name……

…… Date……

Confirmation of Receipt

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

The …….. (Day) of …….. (Month)

20 …….. (Year) at …….. (Place)

For the Contractor:.. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Signature and name of witness:

. . . . . .
Signature

. . . . . .
Name

C1.2 CONTRACT DATA

CONTENTS

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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

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

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

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

1. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.2 Specific Approval of the Employer required

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

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

3.1 *Add the following*

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 **Health and safety**

Add the following :

"The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2017 (Government Gazette No 25207 of 18 July 2003, Notice No R1010***)** will in all respects be applicable to this contract, including all regulations pertaining to the COVID 19 compliance."

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

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

Definition of "L":

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

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

Definition of “P”:

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

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

Definition of “M”:

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

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

Definition of “F”:

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

Insert “(Production Price Index for Selected Materials, item Diesel Oil – Coast and

Witwatersrand)” *after* “Table 16“in *the second line*

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

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

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

C1.2.2CONTRACT SPECIFIC DATA

ITEM No:	REFERENCE TO:	CLAUSE	INFORMATION
1	Contractor	1.1.1.9	…… ……
2	Defects Liability Period	1.1.1.13	12 Months from issuing of Certificate of Practical Completion
3	Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date to the time when the entire road is ready for public use without posing risk to users.
4	Employer	1.1.1.15	Free State Provincial Government represented by Head of Department: Department of Community Safety, Roads and Transport
5	Engineer	1.1.1.16	Department of Police, Roads and Transport
6	Address of the Employer	1.2.1.2	Physical: 45 Charlotte Maxeke Street Bloemfontein 9300 Postal: P.O Box 690 Bloemfontein 9300 Telephone No: (051) 409 8575
7	Address of the Contractor	1.2.1.2	Physical Address:…… …… Postal Address: …… …… Telephone Number (Office): …… Facsimile Number (Office):

			…… E-mail Address (Office): ……
8	Commencement of Work	5.2	Within 45 days after site hand over, contractual obligations, compliance with Construction Regulations 2014 and Environmental Compliance
9	Documentation required before commencement of the Works	5.3.1	Health & Safety Plan (Refer to CR 2014) Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Performance and retention guarantee 6.2) Insurance (CAR Construction All Risk to Clause 8.6) Construction Permit (CR 2014) Environmental compliance i.e. (mining permit, water usage etc.)
10	Time to submit the documentation required before commencement of the Works	5.3.2	14 Days for all above documents excluding the Construction permit
11	Completion of the Works	5.6.2.1	**6 Months** starting from the date of site hand over
12	Special non-working times	5.8	Sundays and all public holidays as well as year-end builder's break.
13	Suspension of Works	5.11	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed to stop the Works and or claim interest on the unpaid Works. **No claim shall be submitted to the Department once the budget is depleted.**
14	Penalty for failing to complete the Works on time	5.13.1	**R10,000** per calendar day (R0,000 to R50,000) million project value **R15,000** per calendar day (R51,000 to R1000,000) million project value **R50,000** per calendar day (R100,000 to unlimited) million project value
15	Latent Defects	5.16.	Should there be any structural defects within Fifteen (15) years after final completion, the

	Liability Period	3	Contractor will be fully liable for latent defects
16	Security	6.2.1	Two Performance Guarantee of 10% (normal performance guarantee and Mining permit guarantee) of the value of the Works which will be handed back after practical completion, to be submitted within 14 days after the site hand over date. Expiry date should state **"until the issuing of Practical Completion certificate"** Rehabilitation quantum guarantee should be deducted from the performance guarantee upon full computation of the amount by Department of Mineral Resources and Energy (DMRE). Guarantee should be addressed to DMRE.
17	Dayworks	6.5.1. 2.3	Refer to A1.2.3.11 of the Specifications (Ordering of daywork)
18	Rates and Prices are final and binding	6.8	All rate items on the Bill of Quantity must be priced in Rand value except only where the rate is stipulated as **Rate Only** item. Items that will be priced not with Rand value will be termed or taken as incomplete tender and will be disqualified. Rather price Zero Rand for any uncounted action
19	Contract Price Adjustment	6.8.2	The following values for the different factors are to be used: X = 0.10 a = 0.10 - Labour b = 0.55 - Equipment c = 0.15 - Material d = 0.20 - Fuel The different values for the calculation of the price adjustment factor shall be for the area of Free State: Other urban areas. The Diesel index shall be for the Witwatersrand Area. The Base month is one month prior to submission of quotations / Bid document.
20	Special Materials	6.8.3	Price adjustments for variations in the costs of special materials are allowed. Special materials shall be limited to bitumen and bituminous products.
21	Materials on Site	6.10. 1.5	80% Of materials on site
22	Retention Money	6.10. 3	10% Of Contract Amount. Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of documentation to be submitted within 14 days

			after the commencement date; one will be handed back at practical completion and the other **24 months** after final completion. There will be no retention monies deducted on interim certificates.
23	Quality of materials and workmanship	7.2	The source of supply of all materials including all stone, sand, gravel, water or soil or any other natural material required in the execution of the Works shall be located by the Contractor. The quality of the material relies solely to the Contractor. **No material shall be used until it has been approved by the Engineer**
24	Defects	7.8	In the event of the Contractor not completing all the outstanding work within the period specified by the Employer in terms of the contract, the Employer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Employer. The full retention applicable to the Period of Maintenance shall apply to such extension.
25	Insurances	8.6	R0-00
26	Limit of Indemnity	8.6.1.3	R10,000,000-00 per claim, number of claims unlimited
27	Other Insurances	8.6.1.5	R0-00
28	Dispute Resolution	10.5.1	Dispute Adjudication Board (DAB), Mediation,
29	Rules for Adjudication and Members	10.5.3	Only Three members required
30	Dispute Resolution	10.7.1	Adjudication (If there are no agreements, then court proceeding will be preferred)
31	Tender Validity Period		90 days
32	Scope	B.1	The Special Maintenance (Milling and Reseal) of Mangaung Access Road, M10 in Motheo Region
33	Targeted Subcontractors (ABE's)	B.2	Part C3: Scope of Works: C3.7.1.2 (3.1) - 30% of Nett Contract Value excluding Professional Services (Laboratory, OHS practitioners, environmental and engineer's requirement) must be subcontracted to Local Contractors appointed in terms of attached specification.
34	Targeted	B.3	Net Contract amount less 25% for minimum

	Local labour		daily rate on R1Million per 4 employees for conventional project should be appointed with a minimum of six months at a payment rate of **R186/day,** subjected to increase annually to be communicated by the client. Recruitment of annual labour target shall be as follows: 30% - at the beginning of the financial year 30% - three months after the initial appointment 40% - at midway into the financial year The employment demographics are as follows: Youth – 55% Women – 60% Disabled – 2% Labour target must be achieved as planned, failure to this will lead into penalties
35	Socio – Economic of Community	B.4	1% of (Contract Value) excluding special services e.g. testing, environmental and OHS and Engineering facilities shall be invested into local Community as social responsibility or contribution
36	Skills Developme nt	B.5	Members of Community must be trained in Labor Intensive Works in the form of skills transfer.
37	Approved Professiona ls	B.6	All the approved and submitted CV for professionals during tendering/ bidding stage must be available on site during the project implementation. Failure to bring at least 80% of all professionals that were presented via CV's during the bidding process will lead to termination of the Contract. Should it be found that people / professionals' CV used were only for tendering purpose the appointment will be terminated. During the signing of the Service Level Agreement (SLA) all CV's for professionals submitted and the valid Employment Contract must be re-submitted as a Special Condition of this Contract. Failure to adhere to this will result in appointment termination. Any replacement of professional, should be replaced by an employee with equivalent experience and qualifications, subject to approval by the client.
38	Skills Developme nts	B.7	N/A
39		B.8	
40		B.9	

……..
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC:

Variation in Cost of Special Materials	**Unit on which variation will be determined** *	**Rate or price for the base Month (excluding VAT) ****

Notes:

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

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

……..
SIGNATURE

PART C2 PRICING DATA

DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD,SS604/S34
PRICING DATA C2.1 PRICING INSTRUCTIONS

This Bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them.

unit of measurement for each item of work as defined in the standard specifications or the project specifications.

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

Rate : The payment per unit of work for which the tenderer tenders to do the work. Amount:

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

m: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Bill of Quantities

1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition), subject to the following amendments and additions:

2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre metre
m	=	
km	=	Kilometer
m2	=	square metre
m2.p	=	square metre-
ha	=	Hectare
m3	=	cubic metre
m3.k	=	cubic metre-
l	=	Litre
kl	=	Kiloliter
MPa	=	Megapascal
h	=	Hour
kg	=	Kilogram
t	=	ton (1000 kg)
No.	=	Number
sum	=	lump sum
MN	=	Meganewton
MN.	=	meganewton-
P C	=	Prime Cost sum
Prov sum	=	Provisional sum

%	=	per cent
kW	=	Kilowatt
man-month	=	Man per Month
man-shift	=	Man per Shift
Person. Month	=	Person per Month

3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities
(2020 Edition), Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

5 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities.

Such prices and rates shall also cover full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

6 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered shall not be paid for but will be considered to be covered by other prices or rates elsewhere in the Bill of Quantities.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract

7 Reasonable compensations will be received where no pay item appears in respect of work required in terms of the Contract, which is not covered in any other pay item.

8 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work under each item appear in the scope of work, Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition),. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the schedule of quantities are, in addition, preceded by the number of each separate part of schedule B of the schedule of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the schedule of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

10 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

11 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor

12 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard

13 The provisions of clause10.1 of the general conditions of contract shall apply to provisional sums and prime cost sums.

14 Subject to the conditions stated in paragraph 15 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the tendered sum will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender rates to reconcile the tender sum with the total of the bill of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender rates will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

15 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

C2.2 BILL OF QUANTITIES

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P & Gs

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C1.2 **GENERAL REQUIREMENTS AND PROVISIONS**

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C1.2.1			**Environmental Management**				
	C1.2.1.1		Monitoring of compliance with and reporting on the EMP	month	6	R 35 000,00	R 210 000,00
	C1.2.1.2		Dedicated environmental officer *(if specified in the Contract Documentation)*	month	6	R 35 000,00	R 210 000,00
C1.2.2			**Programming and Reporting**				
	C1.2.2.1		Submission of a Scheme 1 Programme	lump sum	lump	R 5 500,00	R 5 500,00
	C1.2.2.3		Submission of a Scheme 2 Initial Programme	lump sum	lump	R 3 300,00	R 3 300,00
	C1.2.2.4		Submission of a Scheme 2 Full Programme	lump sum	lump	R 3 300,00	R 3 300,00
C1.2.3			**Routine road maintenance of existing public roads within the Site of the Works or other**				
	C 1.2.3.1		Grass cutting	hectare (ha)	2		R -
	C1.2.3.2		Drain cleaning	kilometre (km)	0,5		R -
	C1.2.3.3		Cleaning out culverts	cubic metre (m^3)	6		R -
	C1.2.3.4		Collection of rubbish / litter	kilometre (km)	2		R -
C1.2.5			**Safety**				
	C1.2.5.1		Health and safety plan	lump sum	lump	R 24 000,00	R 10 000,00
	C1.2.5.2		Implementation of health and safety plan	month	6		R -
C1.2.8			**Dayworks**				
	C1.2.8.4		Materials				
		(a)	Procurement of materials	provisional sum	Prov	Sum	R 30 000,00
		(b)	Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)	R 30 000,00		R -
C1.2.9			**Disposal of non-useable assets**				
	C1.2.9.1		Disposal of non-useable assets identified in the Contract Documentation at time of tender	rate (per asset)			
	C1.2.9.2		Disposal of non-useable assets not identified at time of tender	provisional sum	Prov	Sum	R 20 000,00
	C1.2.9.3		Handling cost, profit and all other charges in respect of item C1.2.9.2	percentage (%)	R 20 000,00		R -
TOTAL CARRIED FORWARD TO SUMMARY							

C1.3			CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS					
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**		**AMT**
PC1.3.1			**The Contractor's general obligations**					
	C1.3.1.1		Fixed obligations	lump sum	1	R	60 000,00	R 60 000,00
	C1.3.1.2		Value-related obligations	lump sum	1	R	20 000,00	R 20 000,00
	C1.3.1.3		Time-related obligations					
		(a)	Mobilisation period	month	6			R -
		(b)	Execution of the works	month	6			R -
TOTAL CARRIED FORWARD TO SUMMARY								

C1.5				ACCOMMODATION OF TRAFFIC				
ITEM				**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C1.5.1				**Accommodation of pedestrian and non-motorised traffic**				
	C1.5.1.1			Accommodation of pedestrian and non-motorised traffic	month	6		R -
	C1.5.1.2			Construction of temporary pedestrian walkways and/or cycle paths:				
		(a)		Gravel surfaced pedestrian walkways / cycle paths	square metre (m^2)	20		R -
C1.5.2				**Accommodation of vehicular traffic**	month	6		R -
C1.5.3				**Liaison with traffic authorities**	month	6		R -
C1.5.4				**Construction of temporary deviations**				
				The applicable payment items required for the construction of temporary deviations shall be				
C1.5.7				**Temporary traffic control facilities**				
	C1.5.7.1			Delineators including mounting bases and ballast:				
		(a)		Single sided, reversible left or right *(size*	number (No.)	24		R -
		(b)		Double sided, reversible left or right *(size*	number (No.)	24		R -
	C1.5.7.2			Traffic cones, minimum height 750mm	number (No.)	20		R -
	C1.5.7.3			Flagmen	man-shift	20		R -
	C1.5.7.4			Traffic controllers	man-shift	8		R -
C1.5.8				**Traffic safety officer**	man-month	4		R -
C1.5.9				**Traffic safety vehicle**	month	4		R -
C1.5.10				**Tow trucks**				
	C1.5.10.1			Provision of a tow truck on call for light vehicles we	month	2		R -
	C1.5.10.2			Provision of a tow truck on call for heavy vehicles	month	2		R -
C1.5.11				**Provision of safety equipment for visitors**				
	C1.5.11.1			Provision of reflective safety vests for visitors	number (No.)	4		R -
	C1.5.11.2			Provision of hard hats for visitors	number (No.)	4		R -
C1.5.12				**Additional traffic accommodation facilities**				
	C1.5.12.1			Provision of additional traffic accommodation	provisional sum	Prov	Sum	R 30 000,00
	C1.5.12.2			Handling cost, profit and all other charges in	percentage (%)	R 30 000,00		R -
TOTAL CARRIED FORWARD TO SUMMARY								

C3.3			CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS					
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**	
C3.3.1			**Concrete kerbing:**					
	C3.3.1.1		Prefabricated kerbing *(description of type of kerb and bedding with reference to drawing)*					
		(a)	*… (Figure 8.C and bedding with reference to drawing)*	metre (m)	580		R	-
		(b)	*… (Figure 10 Paving Restraints)*	metre (m)	520		R	-
C3.3.8			**Linings for open drains:**					
	C3.3.8.1		Cast in situ concrete lining *(class of 30/19 Mpa as per drawing number)*	cubic metre (m^3)	120		R	-
	PC3.3.8.1 (b)		Edge Beams	cubic metre (m^3)	90		R	-
C3.3.9			**Formwork to cast in situ concrete lining for**					
	C3.3.9.1		To sides with formwork on the internal face only	square metre (m^2)	500		R	-
	C3.3.9.2		To sides with formwork on both internal and external faces *(each face measured)*	square metre (m^2)	240		R	-
C3.3.12			**Reinforcement:**					
	C3.3.12.3		Welded steel fabric	kilogram (kg)	1200		R	-
C3.3.16			**Demolition and removal of existing kerbs**	cubic metre (m^3)	60		R	-
TOTAL CARRIED FORWARD TO SUMMARY							**R**	**-**

C6.2			SEGMENTAL BLOCK PAVING LAYERS			
ITEM		**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C6.2.1		**Segmental block paving**				
	C6.2.1.1.	Concrete block paving *(SANS Paving blocks, 80mm thickness)*	square metre (m^2)	2400		R -
C6.2.2		**Cast in-situ concrete edge and intermediate**	cubic metre (m^3)	48		R -
C6.2.4		**Re-sanding of joints in segmental block**				
	C6.2.4.1	Concrete block paving: Grouting *(sand, 20mm thickness)*	cubic metre (m^3)	60		R -
BC6.2.5		**Pavement base**				
	BC6.2.5.1.	Base (Pavement Layer -150mm thickness layer)	cubic metre (m^3)	370		R -
BC6.2.6	BC6.2.6.1	Survey: Designs and Geometric alignments	prime cost (PC) sum	Prime	Cost	R 210 000,00
	BC6.2.6.2	Handling cost and profit in respect of item BC6.2.6.1	percentage (%)	R 210 000,00		R -
TOTAL CARRIED FORWARD TO SUMMARY						

		ASPHALT LAYERS				
	DESCRIPTION	**UNIT**	**QTY**	**RATE**	**AMT**	
	Asphalt mix designs					
	Stone skeletal mixes:					
	Application of bond coat					
	Stable–grade 30% net bitumen emulsion as specified. Applied with a calibrated distributer	litre (ℓ)	2400		R	-
	Asphalt surfacing					
	New construction					
(a)	Stone skeletal mix – continuously graded as defined *(30mm layer thickness, 60/70 penetration grade bitumen)*	square metre (m^2)	2400		R	-
	Coring of asphalt layers					
	100mm diameter	number (No.)	24		R	-
RWARD TO SUMMARY					**R**	**-**

C11.6			ROAD SIGNS				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C11.6.1			**Road signboards with painted or coloured**				
	C11.6.1.2		Aluminium composite sheet				
		(b)	Area exceeding 0,5 m^2 but not 2,0 m^2 *(indicate plate thickness, 2,0 or 3,0mm)*	square metre (m^2)	64		R -
		(c)	Area exceeding 2,0 m^2 but not 10 m^2 (3,0mm plate thickness)	square metre (m^2)	54		R -
C11.6.4			**Kilometre Markers**				
	C11.6.4.1		Kilometre markers on posts *(type and post*	number (No.)	4		R -
C11.6.5			**Excavation and backfilling for road sign supports (not applicable to kilometre posts)**				
	C11.6.5.1		Excavating soft material and backfilling	cubic metre (m^3)	16		R -
	C11.6.5.3		Extra over item C11.6.5.1 and C11.6.5.2 for cement-treated soil backfill	cubic metre (m^3)	12		R -
	C11.6.5.4		Extra over item C11.6.5.1 for hard material excavation	cubic metre (m^3)	4		R -
C11.6.7			**Dismantling and storing of road signs and**				
	C11.6.7.1		Dismantling and storing of road signs with a surface area of:				
		(b)	Area exceeding 0,5 m^2 but not 2,0 m^2	square metre (m^2)	36		R -
		(c)	Exceeding 2,0 m^2 but not 10 m^2	square metre (m^2)	24		R -
C11.6.8			**Danger plates at culverts/structures**				
	C11.6.8.2		Size 200 x 800mm *(state post type and reflective material)*	number (No.)	4		R -
TOTAL CARRIED FORWARD TO SUMMARY							**R -**

C11.7			ROAD MARKINGS AND ROAD STUDS			
ITEM		**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C11.7.2		**Retro-reflective road marking:**				
	C11.7.2.1	White lines broken or unbroken *(100mm width)*	kilometre (km)	7		R -
	C11.7.2.2	Yellow lines broken or unbroken *(100mm width)*	kilometre (km)	13		R -
	C11.7.2.4	White lettering and symbols *(paint type indicated)*	square metre (m^2)	20		R -
	C11.7.2.5	Yellow lettering and symbols *(paint type*	square metre (m^2)	20		R -
C11.7.8		**Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)**	kilometre (km)	20		R -
TOTAL CARRIED FORWARD TO SUMMARY						**R -**

C20.1				TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
ITEM				**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C20.1.1				**Special tests on elastomeric bearings** (150%	number (No.)			R -
C20.1.2				**Special tests requested by the Engineer**				
PC20.1.5				**Financial contribution for an independent site**	month			R -
PC20.1.6				**Payment of independent site laboratory**	*Note to compiler: Add this pay item C20.1.6 if the site laboratory is to be paid by the contractor (See Clause C4.7 of the Site laboratory pro-forma document):*			
	C20.1.6.1			Direct payment by contractor	prime cost (PC) sum	Prime	Cost	R 200 000,00
		(a)		Handling cost and profit in respect of item C20.1.6.1	percentage (%)	R 200 000,00		R -
TOTAL CARRIED FORWARD TO SUMMARY								

SUMMARY OF PRICING SCHEDULE					
CONTRACT DPRT C104/2021					
FOR Special Maintenance of Tweespruit Access Road					
C1.2	**GENERAL REQUIREMENTS AND PROVISIONS**	R	-	**R**	**-**
C1.3	**CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**	R	-	**R**	**-**
C1.5	**ACCOMMODATION OF TRAFFIC**	R	-	**R**	**-**
DRAINAGE					
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	R	-	**R**	**-**
BLOCK PAVING					
C6.2	SEGMENT BLOCK PAVING	R	-	**R**	**-**
ASPHALT LAYERS					
C9.1	ASPHALT LAYERS	R	-	**R**	**-**
ANCILLIARY ROAD WORKS					
C11.6	ROAD SIGNS	R	-		
C11.7	ROAD MARKINGS AND ROAD STUDS	R	-	**R**	**-**
QUALITY ASSURANCE					
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	R	-	**R**	**-**
	SUBTOTAL A	R	-		
	CONTIGENCIES (5%)	R	-		
	SUBTOTAL B	**R**	**-**		
	VALUE ADDED TAX:				
	15% of Subtotal	R	-		
	TOTAL	**R**	**-**		
	TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER	**R**	**-**		
	SIGNED BY TENDERER:				

PERIODIC MAINTENANCE OF TWEESPRUIT ACCESS ROAD, SS604/S34 FROM CHAINAGE 0.000 TO CHAINAGE 1.200

Part C3 Specification for the Work

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PART C3SCOPE OF WORKS

SECTION C3.1STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **"Standard Specifications for Road and Bridge Works for State Road Authorities – October 2020 Edition"** prepared and drafted by COTO.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 1914-1 to 6 (2002):Targeted Construction Procurement

4): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.

4): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

ns Road Signs and Road Marking Manuals

All references to SABS Standards which are replaced with corresponding SANS Specifications, have to be read in their new format.

SECTION C3.2:PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplements the Standard Specifications.

PART A contains a general description of the works, the site and the requirements to be met.

PART B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

PART C contains specifications to be followed for 30% subcontracting and local SMME's participation.

PART D contains specifications for Occupational Health and Safety including the baseline risk assessment.

PART E contains specifications for Environmental Compliance.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer with a consultation to the Employer before the execution of the work under the relevant item (in the form of Addendum).

PART A: GENERAL

PS1 EMPLOYER'S OBJECTIVES

The Employer's general objective is to Maintain and rehabilitate the P71/1 route between KM0.00 to KM39.00 for a total remaining scope of 39 km. 13km Full Rehabilitation and the remaining 26km Base Correction and full reseal.

1. The project offers employment job opportunities and also uplift the local community.
2. To deliver suitable public infrastructure in a cost effective way,
3. Create employment and up-improve job opportunities for local communities and contractors.
4. To improve mobility and access to nearby towns for transportation facilities as part of economic growth.

This project has the following particular objectives:

1. Create employment for 4 labourers for every one million spent.
2. To provide training for local labourers in labour intensive construction works in a form of skills transfer.

PS2 LOCATION OF THE WORKS

Refer to the locality plan included in Part C4 of this document.

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

BA1.2.3GENERAL

Replace Clause A1.2.3 with the following:

"The General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract, forming part of the contract, will be applied".

All references in the COTO Standard Specifications have been amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. Each COTO clause reference is tabulated in Table 1.2/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works applicable for this contract. All references to the "schedule of quantities" in the Standard Specifications shall be amended to the "Bill of Quantities".

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works, as amended by the Special Conditions of Contract in Part C1.2: Contract Data of this Volume, shall apply and the Contractor shall be responsible for the interpretation of the equivalent clause.

TABLE 1.2/1

REFERENCES IN COTO STANDARD SPECIFICATIONS TO THE RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2015

COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020)		**SAICE General Conditions of Contract for Construction Works 3rd Edition 2015**	
Clause no.	**Description or Reference**	**Clause no.**	**Description or Reference**
A1.2.3.4	Extension of time for delays caused by rainfall	5.12	Extension of time for Practical Completion
A1.2.3.5	Handing-over of the site of the works	5.4	Access to site
A1.2.3.7	Legal and Contractual requirements and responsibility to the public and Employer	4.3	Legal Provisions
A1.2.3.10	Notices, signs and advertisements	4.5	Notices and Fees
A1.2.3.11	Ordering of daywork	6.5	Dayworks
A1.2.3.14	Remedial Work	7.9	Urgent remedial work
A1.2.3.19	Temporary drainage and dewatering	8.1& 8.2	Protection of works & Care of the works
A1.2.7.1	Programme of work	5.6	Programme

BI.2.7.1 PROGRAMME OF WORK

Add the following after the title:

"The Contractor shall include with his tender a preliminary programme. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to adverse weather conditions and special non-working days as specified in the Project Specifications and in the Contract Data.

It is essential that the construction programme, which shall conform in all respects to Clause 5(6) of the General Conditions of Contract, be furnished within the time stated in the Contract

Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme."

(a) General

Insert the following at the beginning of the clause:

"The Contractor shall submit his programme at the closing of the tender together with his billed tender document. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.

i) The sequence of activities and any dependencies (time or resource related) between them.

ii) The critical path activities.

v) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

v) Other information specifically required by the Engineer.

When compiling his programme, the Contractor shall, inter alia, take into consideration and make allowance for :

i) Unexpected weather conditions and their effects.

ii) Known physical conditions or artificial obstructions.

iii) The accommodation and safeguarding of public traffic.

v) Restrictions of the total length of deviation open to traffic at any one time.
Simultaneous work on adjacent sections shall not be allowed.

v) All special non-working days as defined in Part Cl .2: Contract Data.

vi) All training, especially safety training, to be completed before an activity is commenced.

The following details shall be submitted together with the programme:

i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.

i) The overall labour and major plant resource levels on which the programme is based.

ii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).

iv) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

These additional items shall also be revised when any revision is made to the programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and an updated programme shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extension of time.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, copies of the following:

i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.

i) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.

ii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.

iv) A report on all labour, plant and materials on site.

v) All other appendices to the monthly site meeting minutes as required by the Employer."

BA 1.2.7.2 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS (where required)

Add the following before the last paragraph:

"The sections to be rehabilitated or constructed have not been set out.

Benchmarks required for construction control shall be established by the Contractor. The Contractor shall survey the existing benchmarks and submit the results for checking and approval by the Engineer within 14 days after the Commencement date.

Where instructed by the Engineer, the Contractor shall stake the road at 20m point intervals along the road before the start of any construction activities. Cross sections shall be taken to the width of the road reserve, indicated by the existing fence line or as prescribed by the Engineer either side of the road centre line at the 20m point intervals. The cross sections have to be submitted to the Engineer for checking and approval in the format required by the Engineer (including electronic format).

The Contractor shall submit written notice to the Engineer in the form of "job requests" of at least three working days before the intention of setting out or commencing any portion of the Works especially if the Works are to be checked. Such notice shall include the time, location and type of Work to be set out or checked. The Contractor shall complete setting out or surveying any part of the works ahead of his submitted construction programme to allow the Engineer adequate time to check the setting out or the survey and to give his approval to proceed or give instructions for alterations, additions and omissions."

Add the following before the first sentence of the last paragraph:

"No separate payment will be made for any setting-out, staking, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause."

Add the following paragraph:

"The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer.
Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered Land Surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the Engineer shall be the Contractor's responsibility and included in the tender rates."

Bl .2.8 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The Contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor. The quality manager shall be resident on site full time. No construction activities shall take place on site before the
Engineer approves the quality plan".

a) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Add the following:

"The Contractor shall submit the quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. Once accepted by the Engineer the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

b) Acceptance control

add the following:

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control.

However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a Provisional
Sum provided under Section 20 in the Bill of Quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

1. Quality acceptance control testing

2. Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
3. Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.

- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)

4. Monthly labour and Progress reports."

Add the following:

"The Contractor's place of testing and laboratories shall be subject to inspection and approval by the Engineer.

No routine levelling or material testing will be executed by the Engineer on behalf of the Contractor. The Engineer will only check the levels and laboratory test results of the Contractor after the information has been submitted to him in writing. The Engineer may however perform acceptance control testing.

No work executed will be measured for payment unless the results submitted have been checked and approved."

BI .2.8.2 ACCEPTANCE QUALITY CONTROL

Remove the second, third and fourth sentences and replace with the following:

The engineer may carry out testing at the cost of the Employer in either the Engineer's laboratory or one approved by him.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

1. Quality acceptance control testing
2. Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.

- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.

3. Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)
4. Monthly labour and Progress reports.

BAI .2.8.3 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion only if the following criteria also have been met:

stimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.

The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.

Any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied.

All road work and storm water drainages have been completed in accordance with the project specification.

The contents of this General Conditions of Contracts, together with the above amendment, shall be applied equally to the issue of a Certificate of Practical
Completion.

INFORMATION FURNISHED BY THE EMPLOYER

BA.I .2.8.4

Add the following new clause:
"Quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the Engineer's knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of the General Conditions of Contract."

BA 1.2.3.4 EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL

Change the existing heading of clause BA 1.2.3.4 to read as above and wherever the expression "rainfall" is encountered replace it with "inclement weather"

Delete the entire clause and replace with the following:

"For the purposes of calculating an extension of time due to climatic conditions in terms of clause 5(12)(2) of the General Conditions of Contract, the number of days more than the number of working days anticipated to be lost due to climatic conditions shown in Table B1215/1 shall be taken into account:

TABLE B1215/1
ANTICIPATED DAYS LOST DUE TO INCLEMENT WEATHER CONDITIONS

EXPECTED NUMBER OF WORKING DAYS LOST			
January	3	July	2
February	3	August	2
March	3	September	3
April	3	October	3
May	2	November	3
June	2	December	3

The following climatic conditions can be classified as inclement weather conditions:

1. Cold weather conditions,
2. Windy conditions,
3. Misty conditions,
4. Excessive dust storms, and
5. Rainy conditions (more than 10 mm rain per day).

The Engineer will certify a day lost due to the above climatic conditions or inclement weather conditions only if:

1. no work on the critical path (delay in critical path) according to the latest approved programme for completion of the works could be carried out during that specific working day or if

2. only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of inclement weather and/or abnormal climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Engineer as lost due to climatic conditions, less the number of days in Table B1215/1. The total extension of time for the contract will be the sum of the monthly extensions.

Extension of time for portions of a month shall be calculated pro-rata.

If approved extensions of time extend the completion date beyond the start of the Contractor's holiday in December, the holiday period shall not be considered as working days, as defined in the Contract Data. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas / New Year break."

BAI .2.3.5 HANDING-OVER OF THE SITE OF THE WORKS

Add the following:

"Upon the handing-over of the site the Contractor shall immediately assume responsibility for the road reserve within the limits of this contract as set out in the specifications.

Prior to the commencement of work the Contractor and the Engineer shall together carry out a joint inspection of the road section. During such an inspection, notes shall be made of all damaged fences, guardrails, signs and any other notable problems or features that exist at the time of hand-over. The following matters should be agreed at the time of handing-over:

i) The limits, lengths, widths and areas of construction.

The location of kilometer markers and reference beacons

The location of stockpile areas and the responsibilities of the Contractor with regard to the road reserve area and the stockpile sites (fencing, re-establishment, height of stockpile, etc.).

The method of accommodation of public traffic with regard to safety, sight distances, interference with existing road signs and road markings both within the work area and providing advance warning before the work area.

v) The method of construction and supervisory control measures."

BAI .2.3.6 LEGAL PROVISIONS

Add the following new paragraph:

"The Contractor shall take note of the new Construction Regulations 2003 recently promulgated under the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2017 No.
R. 1010 promulgated 18 July 2003 as well as the COVID 19 Occupational Health and Safety Measures in Workplaces COVID 19 (C19 OHS), 2020, issued by the department of Employment and Labour. The Contractor shall in terms of sub clause 5(1) of these regulations provide a comprehensive health and safety plan detailing the hazards identified on this project and the procedures required to mitigate, reduce and/or control the said hazards.

The scope of the work to be carried out under this contract is indicated, but not limited to, this section and in other sections of this document and on the drawings and shall include the health and safety specification as well as COVID 19 OHS Specifications.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations."

BA 1.2.3.10 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the last sentence and replace with the following:

"All signboards erected in accordance with the drawings or as approved advertisements for the Contractor's establishment, shall be removed at the same time as the de-establishment of the Contractor's camp. Payment under sub-item 13.01 for the final installment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

3. GENERAL REQUIREMENTS AND PROVISIONS PART C: MEASRUREMENT AND PAYMENT

Add the following new payment items ..

ITEM		UNIT
BC1.2.10	Protection, removal, realignment and replacement of services	
a)	Utility Services	
b)	Contractor's handling cost and profit in respect of sub-item B12.01 (a)(i)(ii)(iii)	Percentage (^{0}/0)

The prime cost item shall be paid in accordance with the provisions of the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service."

ITEM			UNIT
BCI .2.11	i)	Laboratory tests for Engineer's quality assurance acceptance control ……..Provisional (Prov. Sum)	

BCI .2.11 (ii) Contractor's handling cost and profit in respect of sub-item BCI .211 (i) _____ Percentage (^{0}/0)

Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item Bl 2.11 (i)."

ITEM			UNIT
BC1.2.12	i	Site Surveyor for Engineer's quality Assurance/ acceptance control ……..Provisional (Prov. Sum)	
BC1.2.12	(ii)	Contractor's handling cost and profit in respect of sub-item BCI 2.120 _____ Percentage (^{0}/0)	

Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item Bl 2.120)."

ITEM			UNIT
BC1.2.13	(i)	Occupational Health and Safety Agent for Engineer's quality Assurance/ acceptance control ..……..Provisional (Prov. Sum)	
BC1.2.13	ii	Contractor's handling cost and profit in respect of sub-item BCI 2.130	Percentage (^{0}/0)
		Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.	
		Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.	
		The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item Bl .2.130."	

ITEM			UNIT
BC1.2.14	i	environmental compliance agent for Engineer's quality Assurance/ acceptance control ..……..Provisional (Prov. Sum)	
BC1.2.14	(ii)	Contractor's handling cost and profit in respect of sub-item BCI .2.140	Percentage (^{0}/0)

Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item Bl 2.140."

ITEM		UNIT
BC1.2.15	(i) Portion of the Works identified by the Employer or Engineer to be completed by Local Subcontractors ...Provisional(Prov. Sum)	
BC1.2.15	(ii) Contractor's handling cost and profit in respect of sub-item BCI .2.15(i) allowed for the Main Contractor's interaction with local subcontractors as well as facilitation of monthly payments to the nominated subcontractor for works completed under this pay item……..Percentage (^{0}/0)	

The local subcontractor will submit an itemised claim and an associated invoice to the Contractor. Payment under Item BCI 2.15 (ii) will be considered upon the submission of a claim by the Main Contractor to the Engineer.

Note: Implementation of all subcontracting program will be done in line with PART C4 of the project specification, which looks into the procurement, appointment and payment of all local subcontractors appointed in the contract.

BAI.3 GENERAL REQUIREMENTS

Add the following new clause::

Al .3.9 Legal and contractual requirements and responsibilities to the public

There has been recent legislation promulgated by Government that improves mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment.

To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the Project Specifications, C3.3:

- Section D: Particular Specification contains the specification that regulates the Contractor's construction methods so far as to ensure the health and safety of his employees and of the public.

  A new pay item has been made available under this section to allow the Contractor to make separate provision for the cost of health and safety measures during the construction process.

1. Section E: Particular Specification contains the Environmental Management Programme for this project. Its provisions regulate the Contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with relevant environmental legislation. The Contractor shall include such costs in the existing payment items under section 1.2 Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.

2. Section G: Particular Specification contains guidelines for subcontracting and labour enhancement.

BC
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SECTION 1.3 : CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS
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The Contractor's general obligations

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Add the following payment sub-item

"BCI .3.1.4) Health and safety obligationmonth" Add the following paragraphs after the as paragraphs

Payment for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of the Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 22 working days per month. Account shall be taken of all time related items scheduled in Section 1.3, 1.4 and 1.5."

Should the combined total tendered for sub items (Cl .3.1.1) and (Cl .3.1.3) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the Tenderer shall state his reasons in writing for tendering in this manner.

The Tenderer's attention is drawn to Form I: Amendments, Qualifications and Alternatives (to be completed by the Tenderer). If the Tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for item Bl .3.1) by including such additional compensation in the tendered rates and/or lump sum of items in the Bill of Quantities, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form l.

Payment of the rate per month for sub-item (1.3.1.4) shall include full compensation for all the Contractor's obligations relevant to health and safety legislation and all safety requirements.

A Contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other Preliminary and General pay items.

SECTION 1.5: ACCOMMODATION OF TRAFFIC

BAI.5.1 SCOPE

Add the following to the end of this clause ..

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, Chapter 13 of the June 1999 edition. Copies of this publication are available from the South African National Roads Agency Limited, P O Box 415, Pretoria 0001.

BAI .5.3.2 GENERAL REQUIREMENTS

Add the following after the last paragraph:

Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to stop the works until the road signs, etc. have been repaired and are operating to his satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the drawings, specifications and the South African Road Traffic Signs Manual.

The Contractor is to supply, erect, operate and maintain all the road signs and other equipment shown on the drawings or in the specifications or as directed by the Engineer, necessary to safely carry out his traffic control responsibilities.

The Engineer may instruct the Contractor to carry out minor works at isolated positions outside the limits of the site. The Contractor shall be responsible for the safety of the traveling public at those positions during the contract period.

BAI.5.7.12 Traffic safety Officer

Add the following to the end:

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the candidate is appointed as the Traffic Safety Officer".

BAI.5.6.1 TEMPORARY TRAFFIC-CONTROL FACILITIES

Temporary signs, Traffic Cones and traffic signals

Add the following after the last paragraph:

"The Contractor shall be responsible for the protection and maintenance of all signs and barricades and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings.

The covering of permanent road signs, if applicable, shall be by utilizing a Hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts.

Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted.

BA 1.5.6.2 ILLUMINATED TRAFFIC SIGNS AND SAFETY DEVICES

Delete the specification and replace with the following:

"The Engineer has the authority and responsibility to enforce compliance with the approved Accommodation of Traffic Plan as submitted by the Contractor and approved for execution by the Engineer.

i) Vehicle mounted flashing lights

All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning signs as prescribed by law.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall always be switched on while vehicles are being operated. All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated
continuously while the vehicles are maneuvering in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "CONSTRUCTION VEHICLE" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall supply and maintain rotating amber lights together with temporary mounting brackets to the Engineer and supervisory personnel for the duration of the contract period.

Vehicles and plant that do not comply with these requirements shall be removed from the site.

i) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness when in operation."

BAI .5.6.5 FLAGMEN

During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the traffic signal operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time only one roving flagman equipped with a "Stromberg Lightman" xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand alone."

i) Temporary rumble strips

Where ordered by the Engineer, the Contractor shall install temporary rumble strips. The distances between units will be as directed by the Engineer."

(j) Traffic signals

A traffic signal control system shall consist of four traffic signals, each with three aspects, and shall include the control devices, power supply and mountings.

Temporary traffic signals and control shall comply with the following requirements:

(a) the signals and power supply shall be capable of operating under all weather conditions for uninterrupted periods of at least 24 hours

1. standard signal faces with 210mm diameter red, amber and green aspects shall be provided by the Contractor

2. traffic signal lights shall comply with SABS 1450-1988. Aspects shall be fitted with 50W tungsten halogen lamps

3. two standard signal faces, erected on opposite sides of the road, shall be provided to control each direction of traffic flow

(e) two 1000W floodlights, mounted on 3,5m timber posts shall be provided at the start and end of each section where traffic is controlled by means of traffic signals

(f) in the event of failure of the traffic signals an immediate system of STOP and GO control, with operators equipped with two-way radios, shall be available.

Sufficient personnel, equipped with two-way radios in good order and additional batteries, shall be provided to operate the traffic signal control system in shifts not exceeding 8 hours. The same personnel shall not be on duty throughout an entire night.

All traffic signals shall be under constant supervision of at least two operators to ensure that there is no interruption of the service, that any malfunction of the traffic signal equipment is immediately detected and the safety of road users ensured by implementing manual traffic control operations.

No separate payment shall be made for operators controlling the traffic signals. The tendered rate for item B15.11 shall include full compensation for such operators. No separate payment shall be made for relocating the signals."

BA 1.5.7.6 MAINTENANCE OF EXISTING ROADS USED AS DETOURS

Add the following:

"The Contractor shall indemnify the Employer against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicles or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during the construction of the works.

The Contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the Contractor shall not stop or delay public traffic to make way for construction traffic."

PART C3 SCOPE OF WORKS

PART C3: SCOPE OF WORK

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PART C3 SCOPE OF WORKS

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

- ✓ Open Drainage Channels
- ✓ Asphalt
- ✓ Kerbing
- ✓ Edge Beams
- ✓ Road Signs
- ✓ Road Marking
- ✓ Grass Cutting
- ✓ Vegetation Control

The scope of works is in line with the department project classification guidelines, TRH22 and DORA as a **special maintenance project**.

SECTION C3.1 STANDARD SPECIFICATIONS

COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1
: General Engineering and Construction Works and where accommodation of traffic is involved.

(2004): Construction and Management Requirements for Works Contracts; and Part2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

All references to SABS Standards which are replaced with corresponding SANS Specifications, have to be read in their new format.

SECTION C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplements the Standard Specifications.

PART A contains a general description of the works, the site and the requirements to be met.

PART B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications (Part A) and the Project Specification (Part B), the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

PART A : GENERAL

PS1 EMPLOYER'S OBJECTIVES

The Employer's general objective is to Maintain and improve the Drainage system of Tweespruit Access Road SS604/S34 to a safe standard for public use.

The project offers employment opportunities and upliftment of the local community.

This project has the following particular objectives:

- To improve road safety
- Create as many job opportunities for local people as economically feasible
- To provide training for local labour in labour intensive construction works in the form of skills transfer.

PS2 LOCATION OF THE WORKS

Refer to the locality plan included in Part C4 of this document.
Tweespruit Access Road is classified as a secondary road based in Mantsopa Local Municipality. It links the small towns of Tweespruit to R709 and N8, which further links road R26 to Wepener, and Ladybrand. The road also serves as an alternative route. The road was recently maintained through special maintenance during the financial year 2022/2023.

Position	South	East
Start km 0.000		
End km 1.200		

Refer to PART C4 for the Site Locality Plan.

PS3 EXTENT OF THE WORKS

This section of the Project Document is a basic outline of the works, and does not limit the work to be carried out under this contract.

The works required under this contract consist of the following activities:

- Establishment on site
- Accommodation of traffic

The road will be constructed in half-widths in the fills and full-widths on flat terrain. The traffic will be accommodated on the existing road reserve where possible. The use of robot closures is permitted and may be utilized to maximize labouron theproject.

Construction of Open Drainange Channel (P71/1)

1. **Concrete Works**

2. Walkway, Paving Blocks

3. Kerbing

- **Other Work Scope**

- Clearing out of existing hydraulic structures
- Repair or construction of concrete-lined storm water channels
- Extending concrete culverts and construction of inlet/outlet structures
- Erection/repair of road signs
- Road markings
- Grass Cutting
- Vegetation Control

Where required, material from local Departmental borrow pits will be required to reconstruct road layers and eroded shoulders. In addition, all excess material from finishing operations shall be disposed of at approved spoil sites. Special attention must be given to the finishing off of existing borrow pits used for construction.

PS4 NATURE OF GROUND AND SUBSOIL CONDITIONS

Ground and subsoil conditions will be evaluated during the construction phase.

Existing publication:

The new COTO Standard Specifications for Road and Bridge Works for South African Road Authorities was approved by COTO on 18 August 2020 as a Draft Standard (DS) and will be replacing the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition).

Existing contracts and tenders in the design phases based on the COLTO Standard Specifications (1998 Edition) will remain unaffected but will be phased out during the next 6 months and the COTO Standard Specifications (2020 Edition) will be mandatory for use in procurement documents advertised as from 1 March 2021.

A1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.1 SCOPE

This Section covers matters which relate to this Standard Specification and/or the Contract Documentation as a whole. It establishes generic requirements that may also be applicable to other sections of this Standard Specification to avoid repetition in the other sections.
It includes payment items for general items that are not included elsewhere in this Chapter 1 or in the other Chapters and for day works that are applicable to all the Chapters.

A1.2.2 DEFINITIONS

Acceptance Quality Control - encompasses those actions carried out by the Employer and/or the Engineer to inspect, sample, test and measure each constructed part or section of the Works to determine whether the quality and workmanship is acceptable in terms of the Specifications.

Process Quality Control -encompasses those actions carried out by the Contractor to assess and control materials and construction processes to ensure that the quality of the final product/s meets all the specified requirements. It includes a quality plan with defined actions, inspections, sampling, testing and measurement for each construction process to ensure that the quality control process is carried out effectively.

Stakeholder liaison - the process whereby the Employer and the Contractor engage with interested and affected parties, in particular the local authorities, local residents, schools etc., in order to inform them how the Works will affect the local community, to discuss how any adverse effects of the Works on the local community and/or environment can be eliminated or alleviated and to provide any health and safety information that is relevant to the local community regarding construction of the Works.

A1.2.3 GENERAL

The following Clauses include specifications for various general items which are not included in any of the other specific Chapters and Sections.

A1.2.3.1 Contractor's activities in respect of property outside the road reserve provided by the Employer

The Contractor may occupy and make use of property outside the road reserve that is provided by the Employer for purposes of executing the contract, on condition that:

1. The Contractor complies strictly with the requirements of such statutory provisions, particularly with respect to the matters relating to serving written notice to the owner before the Contractor enters the property.
2. The Contractor shall provide the Engineer with a copy of the written notice and inform the Engineer of any further consultations that may have taken place, or additional agreements reached, with the property owner.
3. The Contractor adheres to all the written agreements made by the Employer with owners of the property outside the road reserve in respect of the following matters:

   −The location, extent and use of borrow pits, haul roads, construction roads and bypasses outside the road reserve,
   - any compensation paid by the Employer or the Contractor, if applicable, for land or materials taken or for land temporarily used or occupied,
   - the reinstatement of property occupied, used, damaged or destroyed, or compensation therefor in lieu of reinstatement,
   - the procedures for the moving of fencing, services and any other items and
   - any similar matter directly related to the Contractor's activities on the property.

The Contractor shall comply with all the environmental requirements and all other current legislation and regulations which are applicable to the land outside the road reserve which is being used by the Contractor for carrying out the Works.

On completion of his operations the Contractor shall obtain from the owner concerned a written statement to the effect that:

4. The Contractor has fulfilled his obligations under any written agreement that the Employer has made with the owner.
5. The owner is satisfied that all property occupied, including borrow pits, haul roads and construction roads, has been properly restored and is in a satisfactory condition.
6. With respect to fences, services or any other items moved, altered, damaged or affected in any way the owner is satisfied that everything has been handed back to him by the Contractor in a satisfactory condition.

All such statements shall be signed and dated and copies shall be delivered to the Engineer. The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the Employer or the owner or authority concerned.

A1.2.3.2 Contractor's activities in respect of property which is not provided by the Employer

Should the Contractor use property which is not provided by the Employer, for haul roads, site offices and workshops, the Engineer's offices and laboratory, or for storing of equipment or materials required for construction or disposal, it shall be subject to the following:

1. The Engineer shall agree to the use of any property selected for this purpose.
2. Such property shall be physically separated from any production plant or activities and suitably fenced in.
3. The area used for the aforesaid purpose shall be surveyed, and, where the land does not belong to the Contractor, he shall sign a lease agreement with the owner of such property in respect of the full period for which such property shall be used for such purpose. The lease agreement shall stipulate that the property owner shall not have any right whatsoever to any material stockpiled on such property during the duration of the contractual lease agreement.
4. A lease agreement shall be concluded by the Contractor with the owner or owners of such property for the full period that such property is required. The lease agreement shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by Contractor's default or liquidation and the resulting possibility for the lease agreement to be taken over by a succeeding Contractor.
5. Copies of all lease agreements shall be submitted to the Engineer for comment prior to signature by the signing parties and copies of the final signed agreements shall lodged with the Engineer. Notwithstanding the Engineer's comments on the conditions of a lease the Contractor shall be solely responsible for adhesion to the terms of the lease agreements.
6. Suitable permanent reference beacons shall be placed next to any material storage area, at the cost of the Contractor, to demarcate the storage area and, if applicable, for use by the Engineer for taking cross-sections for determining quantities.
7. Only material that is to be used for the Works shall be stored on such property.
8. The Contractor shall comply with all the requirements of the environmental and any other legislation which is applicable to the property being used.

On completion of his operations, the Contractor shall obtain, from the owner concerned, a written statement to the effect that:

9. The Contractor has fulfilled his obligations under any written agreement that he made with the owner.
10. The owner has received all the compensation he is entitled to and is also satisfied that all property that was occupied, including borrow pits, haul roads and construction roads, has been properly restored and handed over to the owner in a satisfactory condition.
11. With respect to fences, services or any other items moved, altered, damaged or affected in any way the owner is satisfied that everything that was affected has been handed back to him by the Contractor in a satisfactory condition.

All such statements shall be signed and dated and copies shall be delivered to the Engineer. The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the Employer or the owner or authority concerned.

A1.2.3.3 Environmental management

The Contractor shall ensure that the project complies with all the requirements that have been set out in the Environmental Authorisation (EA), the Environmental Management Plan (EMP), the Water Use Licenses (WUL) for the extraction of water as well as for working within a certain distance of watercourses and their associated specific conditions and permits.

Before any construction may commence the Contractor shall ensure that he has a copy of all licenses and permits required in terms of the EA, the EMP and for the WULs that were obtained by the Employer prior to the Contract being awarded. The Contractor shall also ensure that he obtains all other outstanding permits required to comply with the requirements of the EA, the EMP and the WULs, in particular the WUL for the extraction of the amount of water he requires from rivers and streams. The Contractor shall supply a copy of all required licenses and permits to the Engineer for his records.

A1.2.3.4 Extension of time for delays caused by rainfall

This Clause specifies the conditions under which extensions of time for rainfall delays will be measured.
Any delays caused by rainfall shall be determined in terms of one of the three methods given below. The applicable method for a particular contract shall be specified in the Contract Documentation. The rainfall delay determined by using the specified method shall entitle the Contractor to an equivalent extension of the time for completion without the need for formal claim procedures. (If none of the methods given below are specified in the Contract Documentation then any claims for rainfall related extensions of time will be dealt with according to the applicable Conditions of Contract.)

Any other delays caused by exceptionally adverse weather conditions that have not already been taken into account as specified above shall be dealt with in accordance with the applicable Conditions of Contract.
The Contractor shall take cognisance of all the temperature, wind speed, moisture content and curing related limitations and/or restrictions that are applicable to some items of the Works as specified in the relevant clauses of this Standard Specification. No extensions of time will be measured or granted for any delays caused by the Contractor's compliance with these limitations and/or restrictions.

a) Method 1 (Rainfall formula)

If specified in the Contract Documentation the formula below shall be used to calculate separately the delay for each calendar month or part thereof due to rainfall. It shall be calculated each month during the period referred to in the Conditions of Contract as the time for completion of the Works (including any extension thereof that may have been granted), or until the issue date of the Taking-over Certificate, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for that month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract. Such determination will not be subject to normal claim procedures.

V = (Nw - Nn) + [(Rw - Rn) □ X]
If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
The delay for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.
The symbols in the above rainfall formula shall have the following meanings:
V = Delay due to rain in calendar days in respect of the calendar month under consideration.
Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.
Rw = Actual rainfall in mm for the calendar month under consideration.
Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records providin the Contract Documentation, on which a rainfall of Y mm or more per day has been recorded.
Rn = Average total rainfall in mm for the calendar month, as derived from existing rainfall records supplied in the Contract Documentation.

X = 20, unless specified otherwise in the Contract Documentation.Y =10, unless specified otherwise in the Contract Documentation.

A1.2.3.5 Handing-over of the Site of the Works

The Site of the Works will be handed over to the Contractor for construction purposes, subject to such conditions as may be specified in the Contract Documentation regarding matters such as:

1. The sequence in which sections of the Works will be handed over and must be completed.
2. The maximum total length of temporary deviations that will be allowed to be in operation at any time.
3. The number of half or partial width construction sections that will be permitted on the Site of the Works at any one time.
4. The minimum length of existing or newly completed full width, unrestricted road sections that must be open to traffic between any half or partial width construction sections.
5. Any other matters relating to the Contractor's use and occupation of the road reserve.

A1.2.3.6 Health and safety

The Contractor shall always comply with the requirements of the health and safety plan, drawn up by the Contractor in compliance with all current and applicable health and safety legislation, the Employer's health and safety specification and the Contractor's own health and safety requirements to ensure that the Contractor complies fully with all current legislation and regulations as well as with any additional health and safety requirements that may be specified in the Contract Documentation. The Contractor's health and safety plan shall be developed to address all risks specific to the Works as identified in risk assessments carried out by the Contractor and/or by the Employer.
The Employer and /or his construction health and safety agent may also monitor the Contractor's compliance with the requirements stipulated in the Employer's health and safety specification as well as the requirements set out in the Contractor's health and safety plan.

A1.2.3.7 Legal and contractual requirements and responsibility to the public and the Employer

The Contractor shall comply with all the legislative and regulatory requirements of all the relevant statutory bodies pertaining to his site establishment and to the execution of the Works. The Contractor shall also comply with the requirements given in the Contract Documentation and with his legal and general obligations to the public, particularly with regard to obtaining and maintaining all the insurances and sureties required for the duration of the Contract and the Defects Notification Period.

A1.2.3.8 Tolerances

The work specified in all the chapters of this Standard Specification shall comply with the various dimensional and other tolerances specified in each case. No representation is made that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work. The latter would apply particularly in respect of level tolerances on layer work and the related requirements regarding layer thicknesses.
Where no tolerances are specified, the standard of workmanship shall be in accordance with normal good practice.

A1.2.3.9 Monthly reports

The Contractor shall prepare monthly reports on progress, delays incurred, plant returns, OHS and EMP compliance, staff training, empowerment, capacity building, small Contractor development, labour and staff returns and any other information required by the Employer and/or the Engineer which is specified in the Contract Documentation.
The Contractor's monthly reports shall be submitted to the Engineer at least two working days prior to the applicable scheduled monthly site meetings.

A1.2.3.10 Notices, signs and advertisements

The Contractor shall not erect any signs, notices or advertisements on the Works or the site of the Works without the written approval of the Engineer.
Details of the official contract sign boards (if any) that should be erected will be given in the Contract Documentation or issued by the Engineer. These signs are to be erected in positions determined by the Engineer not later than one month after the Contractor has been given access to the site. They shall be maintained in a clean and legible condition throughout the contract and removed immediately upon completion of the Works.
No signboards other than those specified above will be permitted on or adjacent to the Works, except that the Contractor may permit each of his subcontractors to display one signboard, and one only, of less than 2 m² at the Works office. All advertisements, notices and temporary signs shall be removed by the Contractor immediately upon completion of the Works.

A1.2.3.11 Ordering of daywork

Daywork shall be undertaken strictly in accordance with the provisions of the Conditions of Contract. No daywork shall be undertaken unless specified by the Engineer. Such a written instruction shall include a full description of the work to be carried out. Before commencing any daywork the Contractor shall obtain the Engineer's agreement regarding the estimated duration of the dayworks, the numbers of each category of staff to be employed, the materials to be used and the construction equipment and vehicles that will be required to carry out the work.
The Contractor shall provide the Engineer with a daily report that records the actual duration, numbers of staff and materials, equipment and vehicles used each day for approval of the dayworks.

A1.2.3.12 Ownership of assets and disposal of non-useable assets

Unless otherwise stated in the Contract Documentation the Employer is the owner of all existing moveable and immoveable assets in the road reserve.
Non-useable assets are assets that have reached the end of their economic life, are no longer needed or need to be replaced. A disposal plan for these non-useable assets will be given in the Contract Documentation. The Contractor shall submit rates for the disposal of each of the identified non-useable assets listed in the Contract Documentation. The tendered rates could be positive or negative depending on the cost of disposing of them against the value that the Contractor may wish to place upon them.
A provisional sum may also be provided to cover the cost of the disposal of any non-useable assets that may be identified during the construction of the Works. A record must be kept of all such non-useable assets that are disposed of. Any income derived from the sale of these assets will be offset against the provisional sum.

A1.2.3.14 Remedial work

The Contractor shall replace, repair or make good any part of the Works or any equipment or material that is found not to conform to the specified requirements, or is damaged so that it no longer conforms to the specified requirements, in accordance with the Conditions of Contract before the Taking-over Certificate will be issued.

A1.2.3.16 Site meetings

The Contractor shall attend regular (at least monthly) meetings on the site with the Employer and the Engineer, at dates and times to be determined by the Employer and/or the Engineer. Such meetings will be held for evaluating the progress of the Works, compliance with the environmental management and the health and safety regulations and for discussing matters pertaining to the contract which any of the parties represented may wish to raise. To this effect the Contractor will be obliged to compile a formal monthly report, drafted in consultation with the Engineer where necessary, and to submit these monthly reports to the Engineer at least two working days before each site meeting.

A1.2.3.17 Site security

The Contractor is responsible for keeping unauthorized persons off the Site of the Works in accordance with the requirements of the Conditions of Contract. The Contractor shall therefore carefully assess the security measures of whatever nature that may be required at the location of the Engineer's site office

and laboratory, the Contractor's offices, stores and workshops, the Site of the Works including quarries, borrow pits, stockpile sites and manufacturing yards as well as any traffic accommodation site facilities and equipment which may be placed on the approaches to / exits from the Site of the Works.

A1.2.3.18 Stakeholder liaison

The initial stakeholder liaison required will normally be undertaken by the Employer and/or the Engineer. The outcomes and agreements resulting from all such stakeholder liaison will be taken into account and included in the Contract Documentation. This process may involve the establishment of a Project Liaison Committee (PLC) and the employment of a Project Liaison Officer (PLO) by the Employer.

A1.2.3.19 Temporary drainage and dewatering

The Contractor shall be responsible for the provision of temporary drainage works such as drains, open channels, banks etc., and for providing and operating temporary pumps and such other equipment as may be necessary for adequately protecting, draining and dewatering the Works and any temporary Works, deviations and detours on existing roads if required.
The Contractor shall ensure that any temporary drainage works and/or dewatering operations do not cause erosion or flooding of other parts of the Works or adversely affect the stability of any excavated trenches or slopes. If the Contractor becomes aware of any potential signs of slope / trench instability he shall immediately suspend the work and withdraw all personnel from the area and fence and/or barricade it to prevent access. The Contractor, who remains responsible for compliance with the OHS regulations, shall then propose, design and implement all measures required to rectify the situation.
Unless specifically reflected in the pricing schedule, all such measures shall be deemed to be included in the rates for the Works.

A1.2.7 EXECUTION OF THE WORKS

A1.2.7.1 Programme of work

a) General

This Clause describes the requirements for the preparation, submittal, update and revision of the Contractor's programme. These requirements are in addition to, or expand upon, the requirements for programming the Works which are given in the Conditions of Contract or elsewhere in the Contract Documentation.
The Contractor's programme shall be used by the Contractor to plan and execute the Works. The programme will also be used by the Engineer to monitor progress and it may be used as the basis for the assessment of extensions of time and the effect of any delays on the progress of the Works.
The Contractor's original baseline programme shall be reviewed and updated monthly, or as required in the Contract Documentation, to ensure that the programme always reflects the actual progress of the Works.
Scheduling of work and monitoring of progress can be done to various degrees. Extensive scheduling has its benefits in controlling progress and in the evaluation of delay claims, but the amount of effort involved in this can be considerable and may not be required on all contracts, especially on relatively small Works.
This specification makes provision for two schemes: Scheme 1 where the programme may be kept relatively simple, and Scheme 2 with more extensive requirements for complex or high value projects.
Whether a Scheme 1 or Scheme 2 programme is required will be indicated in the Contract Documentation. Scheme 1 will apply if nothing is indicated in the Contract Documentation. If only a Scheme 1 programme is indicated the Contractor shall still be able to incorporate some or all the requirements applicable to Scheme 2 in the programme if he so wishes.

A1.2.7.2 Setting out of the Works and the protection of beacons

The Contractor shall check the condition of all reference and level beacons provided and shall satisfy himself that they have not been displaced and that they are all correct with respect to both their position and level. If beacons have been destroyed, displaced or damaged before the site is handed over to the Contractor, the Engineer will arrange to have new beacons installed, unless such beacons are declared non-essential. A beacon which has been displaced shall not be used unless it's true position and level have been re-established and the new values verified by the Engineer.

A1.2.7.3 Services

The specifications relating to the location, identification, protection of and/or moving and reinstating of existing services that may be affected by the construction of the Works are given in Clause A2.1.3.2 b), c) & d) of Chapter 2.

C1.2 GENERAL REQUIREMENTS AND PROVISIONS
PART C: MEASUREMENT AND PAYMENT

1. **Items to be measured and paid for using items specified elsewhere in the specifications**

For activities in Table C1.2-1 payment items specified in other Chapters or Sections of the specifications, where they relate to work under this Section, will be listed in the Pricing Schedule.
Table C1.2-1: Payment items from other Chapters or Sections

2. **Items specifically for this Section of the specifications**

Item Description Unit

C1.2.1 Environmental Management

C1.2.1.1 Monitoring of compliance with and reporting on the EMP month

C1.2.1.2 Dedicated environmental officer (if specified in the Contract Documentation) month

The unit of measurement for item C1.2.1.1 is the month or part thereof that the service is required and provided during the approved contract period. The contract rate shall include full compensation for the regular monitoring of compliance with and reporting on the EMP in accordance with the specified requirements.
The unit of measurement for item C1.2.1.2 is the month or part thereof that the service is provided during the approved contract period. The contract rate shall include full compensation for the provision of a dedicated environmental officer including all employment costs, accommodation and transport costs and all other associated overhead costs.

The unit of measurement for item C1.2.2.1 shall be the lump sum. The lump sum shall include full compensation for preparing and submitting a Scheme 1 Programme, including providing software and tutorials to the Engineer if required.
Employer.

Item	Description	Unit
C1.2.5	**Safety**	
C1.2.5.1	Health and safety plan	lump sum
C1.2.5.2	Implementation of health and safety plan	month

The unit of measurement for item C1.2.5.1 shall be the lump sum. The lump sum shall include full compensation for assessing the risks associated with the Works, reviewing and taking cognisance of the Employer's health and safety specifications and/or requirements, preparing the Contractor's health and safety plan and for the submission of a copy of the plan to the Engineer.
The unit of measurement for item C1.2.5.2 shall be the month, or part thereof for the duration of the approved contract period. Part of a month shall be calculated to two decimal places. The contract rate shall include full compensation for implementing the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administrating the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices

and any other health and safety related items that are required on site. The contact rate shall also include the provision of a monthly health and safety compliance report to the Engineer.

The percentage tendered under item C1.2.9.3 is a percentage of the amount spent under item C1.2.9.2 which shall include full compensation for all handling costs, profit and all other charges in connection with arranging and disposing of the non-useable or not required road furniture assets. If the provisional sum agreed under item C1.2.9.2 is a negative amount, then this item C1.2.9.3 will not be applicable.

A1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART A: SPECIFICATIONS

A1.3.1 SCOPE

This Section covers the establishment of the Contractor's organization, construction camps and constructional plant and their removal on completion of the contract.
It also includes payment items to cover certain general obligations, risks and liabilities and general items of cost that are included in, but not covered directly by the payment items in the other chapters.

A1.3.3 GENERAL

A1.3.3.1 Construction camps

The Contractor shall establish the construction camps either at the specific sites and borrow areas identified in the Contract Documentation or at locations chosen by the Contractor. The exact location of these facilities shall be subject to the approval of the Engineer and such approval will not be unreasonably withheld.
The Contractor shall make his own arrangements for the use of any property outside the road reserve for erection of the construction camp/s, as well as for the provision of adequate means of access, security and the installation and supply of water, electricity and telephone services required by the Contractor.
Before commencing with the construction of any camps the Contractor shall comply with all the requirements specified in Clauses A1.2.3.2 and/or A1.2.3.3.
If Employer-owned land can be made available for the use of the Contractor for the construction camps, the use of such land will not be treated as a lease but will form part of the contract. In this regard the Contractor shall complete the prescribed agreement and comply with all the conditions thereof as if it is part of the Contract. The availability of any Employer owned land will be indicated in the Contract Documentation.
On completion of the Works, all constructional plant, buildings, fencing and other temporary structures erected by the Contractor shall be removed and the construction camp site shall be restored to its original condition and left neat and tidy. The Contractor shall also comply with all the requirements related to the completion of the operations specified in Clause A1.2.3.2 and/or Clause A1.2.3.3.

A1.3.3.2 Housing

The Contractor shall not erect any housing or other accommodation facilities on the site in urban areas and shall make all the necessary arrangements for accommodation of his personnel and site staff off the site, unless otherwise stated in the Contract Documentation.
The Contractor shall not erect any housing or other accommodation facilities on the site before he has obtained the written permission of the Employer and, where applicable, the land owner and has complied fully with all applicable legislative and regulatory requirements.

A1.3.3.3 Maintenance of the Contractor's facilities

The Contractor shall maintain the construction camps and all the Contractor's other facilities in a clean, neat and tidy condition for the duration of the Contract. The Contractor shall also maintain all the access roads to the Contractor's site facilities including any publicly or privately owned roads that the Contractor is making use of. Depending on the initial condition of the access roads this may entail repairing any

potholes and edge breaks of surfaced roads or the re-gravelling of the road and subsequently the regular watering, blading and rolling of the surface to maintain a firm surface without excessive corrugations and loose materials. The Contractor shall ensure that the access roads to the Contractor's facilities are always in a safe and passable condition for normal cars under all weather conditions.

A1.3.3.4 Contractor's own security arrangements

The Contractor shall provide all the security measures required for the Contractor's own facilities and equipment on the Site of the Works, including quarries, borrow pits, and for the traffic accommodation site facilities and equipment, as he deems necessary. The provision of security measures for the duration of the Works shall be included in the Contractor's General Obligations as defined in Clause A1.3.2.

A1.5 ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

A1.5.1 SCOPE

A1.5.3 GENERAL

A1.5.3.1 Access to properties

The Contractor shall provide and maintain access to all public and private properties which fall within or adjoin the Works at all times, unless alternate provision is specified in the Contract Documentation.

A1.5.3.2 General requirements

The Contractor may not commence any part of the Works until adequate provision has been made for the accommodation of vehicular, non-motorized and pedestrian traffic. Traffic shall be accommodated in accordance with the requirements given in the Contract Documentation unless the Contractor has submitted an alternative incorporating an amended method of traffic accommodation and this alternate method has been accepted by the Employer.

A6 CONCRETE

A6.1.4 DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS

A6.1.4.1 General

The Contractor shall be responsible for providing suitable materials as prescribed in Clause A6.1.5, determining the mix proportions, and

manufacturing the concrete of the required quality and consistency.

The specifications prescribed for materials to be used for concrete shall not limit the Contractor's responsibility to design and manufacture concrete

which complies with the requirements of these specifications. If the Contractor finds it necessary to work to more stringent tolerances than those

specified, or that the aggregates have to be further processed in any way (e.g., by washing or sieving) to permit, or to facilitate, paving operations,

all costs resulting therefrom shall be for the Contractor's account. However, if the Contractor is of the opinion that the requirements of the

specifications regarding the materials to be used will prevent him from manufacturing concrete of the required quality, he shall submit the

necessary supporting evidence to the Engineer. If such evidence is acceptable to the Engineer, he may amend certain requirements of the

materials specification.

A6.1.4.2 Design requirements

a) Water-cement ratio

The water-cement ratio shall not exceed 0,53.

b) Minimum cement content

The total cementitious content of the mix shall be not less than 320 kg/m3

.

c) Specified strength

The relationship between the 28-day cube compressive and the 28-day flexural of the concrete shall be established by laboratory tests.

The specified compressive strength shall be the highest of the following four values:

(i) 35 MPa at 28 days; or

(ii) 0,85 fc1 where fc1 is the 28-day compressive strength corresponding to a 28-day flexural strength of 4,5 MPa.

(iii) 0,85 fc2, where fc2 is the 28-day compressive strength corresponding to a water: cement ratio of 0,53.

(iv) 0,85 fc3, where fc3 is the 28-day compressive strength corresponding to a cement content of 320 kg/m3

.

Where fc1, fc2 and fc3 shall be the 28-day compressive strengths determined from laboratory mixes as prescribed in Clause A6.1.4.3.

d) Workability of the concrete

The mix proportions and consistency of the concrete mix shall be such that, with the equipment in use, the concrete can be adequately transported,

discharged, and fully consolidated without excessive bleeding or segregation of the components. The concrete consistency shall be appropriate

to the type of paving equipment used, the haul, the weather and the site conditions. Where consistency is measured by way of a slump test in

accordance with SANS 3001-CO1-3, the slump shall not deviate by more than 20 mm from the optimum value for mixes with a target slump of 35

mm or greater.

Where the required consistency of the concrete is such that the desired slump is less than 35 mm, the consistency of the concrete shall be

determined by means of the Vebe test in accordance with SANS 3001-CO1-4.

e) Air content

Where an air-entraining agent is prescribed in the Contract Documentation, the total air content in the freshly mixed concrete shall be M ± 1 %,

where M is the target value within the limits of 2 % to 4 %. Tests shall be conducted in accordance with SANS 3001- CO1-8.

A6.1.4.3 Design procedure

a) General

The proportions of cement and aggregate required for producing concrete which complies with the requirements of these specifications shall be

determined by means of laboratory tests on concrete manufactured from the cement, coarse and fine aggregates, admixtures (if any) and water

proposed for use in the works.

b) Preliminary tests

At least thirty days prior to the construction of the trial pavement, as specified in Clause A6.1.3.2, the Contractor shall submit to the Engineer

samples of all the components of the concrete he proposes to use, together with a report by an approved testing laboratory showing the mix

proportions proposed for each combination of material sources for the concrete. The report shall also include the following:

(i) The results of tests on the specified properties of all components.

(ii) The relationship between the 28-day compressive strength and flexural strength of the concrete at each of at least three water cement ratios

namely 0,48; 0,53 and 0,58.

(iii) The effect of the particular admixture (if any) proposed by the Contractor in regard to variations in admixtures, air content (if air entraining),

concrete setting and sawing times.

(iv) The effect of at least three water contents on concrete consistency.

In determining the relationship between compressive and flexural strength, the tests shall be based on not less than six compressive-strength

specimens and six flexural-strength specimens for each water-cement ratio. All tests shall be conducted in accordance with the methods in SANS

3001 CO1, SANS 3001 CO2 and SANS 3001 CO3 as relevant.

c) Changes in the mix proportions or the materials

(i) If during the progress of the work the requirements set out in Clause A6.1.4.2 are not being met by concrete manufactured from the materials or

material mix proportions as approved, the Contractor shall immediately cease producing such concrete and shall effect such changes to the mix

proportions and/or materials as may be necessary in order to meet those requirements.

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(ii) If during the progress of the work the Contractor wishes to use materials or mix proportions other than those originally approved, or if the materials

from the sources originally approved change with regard to any properties, he shall, before proceeding with further work, submit adequate

evidence to the Engineer that the new materials or combination of materials will produce concrete which complies with the requirements of

Clause A6.1.4.2 and shall not bring about any detrimental changes in the properties of the concrete.

(iii) Any such changes made shall be at the Contractor's expense, and no extra payment shall be allowed for reason of such changes.

(iv) Where concrete is required to be placed, vibrated or finished with hand equipment for any specific reason, the requirements of Clause A6.1.4.2

shall remain applicable irrespective of the size of the concrete panel or concrete patch placed. The mix proportions, however, shall be adjusted

to promote hand placing, vibrating and finishing, but only if the Contractor has produced written proof to the Engineer that the requirements of

Clause A6.1.4.2 cannot be complied with under the specific circumstances.

d) Changes in requirements

The Engineer shall have the power, at any time during the progress of the work, to order changes in the requirements set out in Clause A6.1.4.2.

In such cases the Contractor shall be compensated in accordance with the terms of the contract for the additional cost of materials or additional

handling, placing and/or other costs, if any, resulting from such changes. If such changes result in savings, the Engineer shall recover such savings

from the Contractor.

e) Mix designs

The mix design requirements as specified in Clause A1.2.5.2 will also apply. Testing for mix designs shall be performed by laboratories

accredited by SANAS for the relevant tests.

A6.1.5 MATERIALS

A6.1.5.1 Cementitious materials

The cementitious materials used for concrete shall comply with the following standards:

- Cement shall comply with SANS 50197-1 (EN 197-1) with a strength class of 32,5 or greater, and a rate of strength gain N or greater.

Cement shall hold valid certification in the form of a Letter of Authority issued as certified approval pursuant to the Compulsory Specification

for cement published by Government Notice R.544. Masonry cement shall not be used. The cement type and class incorporated in the mix

shall be appropriate to the type of pavement to be constructed and the placing, finishing and saw cutting constraints envisaged.

- Ground Granulated Blast Furnace Slag - SANS 55167-1

- Fly ash - SANS 50450-1

Blends of cement complying with SANS 50197-1 and supplementary cementitious materials complying with the above standards may be used

subject to a maximum of 20 % of the total cementitious content.

In order to promote resource sustainability principles, cement shall have a maximum average carbon dioxide emission value of 925 kg CO2e per

ton, determined in accordance with the World Business Council for Sustainable Development Greenhouse Gas Protocol.

All cementitious materials shall be protected from moisture until used, and there shall be sufficient facilities to ensure that the cementitious

materials to be used in the work are kept separate from each other and from other cementitious materials.

Where cementitious materials are stored in a silo, the silo must be emptied before using the silo for a different cementitious material. Blended

cements with a percentage of SCM differing by more than 2 % shall be considered different cementitious materials.

The cementitious binder shall comprise either cement, complying with SANS 50197-1, or an approved site blend of such cement and

supplementary cementitious materials that take appropriate cognisance of environmental conditions, durability and strength requirements. The

site blending of cement with supplementary cementitious materials shall only be conducted on the basis of an acceptable quality assurance

system approved by the Engineer.

A6.1.5.2 Water

Water for washing aggregates, mixing concrete, and curing shall comply with relevant requirements specified in SANS 51008.

A6.1.5.3 Aggregates for concrete

a) General

Aggregates shall not contain any deleterious quantities of organic material, particularly pieces of timber, grass or similar matter as assessed by visual

inspection, which will cause unacceptable surface defects when they float to the top of fresh concrete during vibration. Aggregates shall comply with

the requirements of SANS 1083 for concrete but subject to the following:

The average 28 day drying shrinkage of 3 concrete samples made from each of the required three concrete mixtures for preparing the compressivestrength and flexural-strength samples in accordance with Clause A6.1.4.3 shall not exceed 0,040 %. Drying-shrinkage tests shall be conducted in

accordance with SANS 3001-CO2-7. Where the drying shrinkage exceeds the specified maximum value, either alternative aggregates shall be used,

further investigations undertaken, or evidence shall be produced with a view to confirming the suitability of the aggregates proposed for use. The

historical behaviour of the aggregate in concrete may serve as a recommendation in such cases if accepted by the Engineer.

b) Alkali-aggregate reaction

Where there is any risk of a particular combination of aggregate and cement giving rise to a harmful alkali-aggregate reaction, the proposed

combination shall be tested in accordance with SANS 6245 (SANS3001- AG 46). Where the result indicates such potential reaction, the aggregate,

shall be replaced so that an acceptable combination may be obtained.

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c) Coarse aggregate

(i) Hardness

When tested in accordance with SANS 3001 No AG10, the 10 % FACT value shall comply with the following requirements:

10 % FACT Dry - 210 kN minimum: Wet – 160 kN minimum.

(ii) Flakiness Index

The flakiness index of the coarse aggregate, as determined in accordance with SANS 3001 – AG4 shall not exceed 35.

(iii) Nominal Maximum Particle Size (NMPS)

The maximum nominal particle sizes of the coarse aggregate fraction in the mix shall be as follows:

- Slab thickness >175 mm: 37,5 mm, plus one or more of the following 20,0 mm, 14,0 mm and 10,0 mm.

- Slab thickness >150 mm < 175 mm: 28,0 mm (Where recommended by an approved laboratory and approved by the Engineer, smaller

sizes of aggregate, nominal 20,0 and/or 14,0 mm sizes shall be provided).

- Slab thickness >100 mm <150 mm: 20 mm (Where recommended by an approved laboratory and approved by the Engineer, smaller

sizes of aggregate, nōminal 14,00 and/or 10,0 mm sizes, shall be provided).

- Slab thickness <100 mm: 14,0 mm (Where recommended by an approved laboratory and approved by the Engineer, smaller sizes of

aggregate, nominal 10,0 mm and/or 7,1 mm shall be provided).

d) Fine aggregate

The fine aggregate shall be either a natural or crusher-produced sand or a blend of natural and crusher sands. Where a mixture is used, and the

quantity passing through each of the 0,150 mm and 0,075 mm sieves shall not exceed the relevant interpolated values for the approved blend. Where

required by the Engineer the fine aggregate shall contain more than 20 % quartz by mass.

The acid insolubility of the fine aggregate, or fine aggregate blend, as determined in accordance with SANS 642, shall exceed 40 %.

The fineness modulus (FM), as determined in accordance with SANS 3001 AG-1 and PR-5, FM of the fine aggregate (or mixtures thereof) shall not

deviate from the approved fine aggregate component (or mixtures thereof) by more than 0,20.

Road Assessment

And

Site Report

1. INTRODUCTION

1.1 TERMS OF REFERENCE

Motheo Region was requested to carry out the assessment, preliminary- and detail designs as well as contract administration for the special maintenance of road S604: Tweespruit Access Road. This project will address the following basic needs of the community:

- Enhanced accessibility and mobility in a cost-effective manner
- Road user- and pedestrian safety
- Small Contractor Development
- Job Creation and skills development
- Stimulation of the Local Economy

1.2 LOCATION

S604 is situated in Tweespruit, under Thaba Nchu District, Motheo Region. It falls under Mangaung Metropolitan Municipality in the Sourthern Free State. The road connects N8 East to the Tweespruit local road networks, with the Unicom Agricultural College and the Tweespruit catholic church placed next to it. The major public transport routes in the vicinity are the R709 from Hobhouse to Excelsior and the N8 from Bloemfontein to Ladybrand and Lesotho.

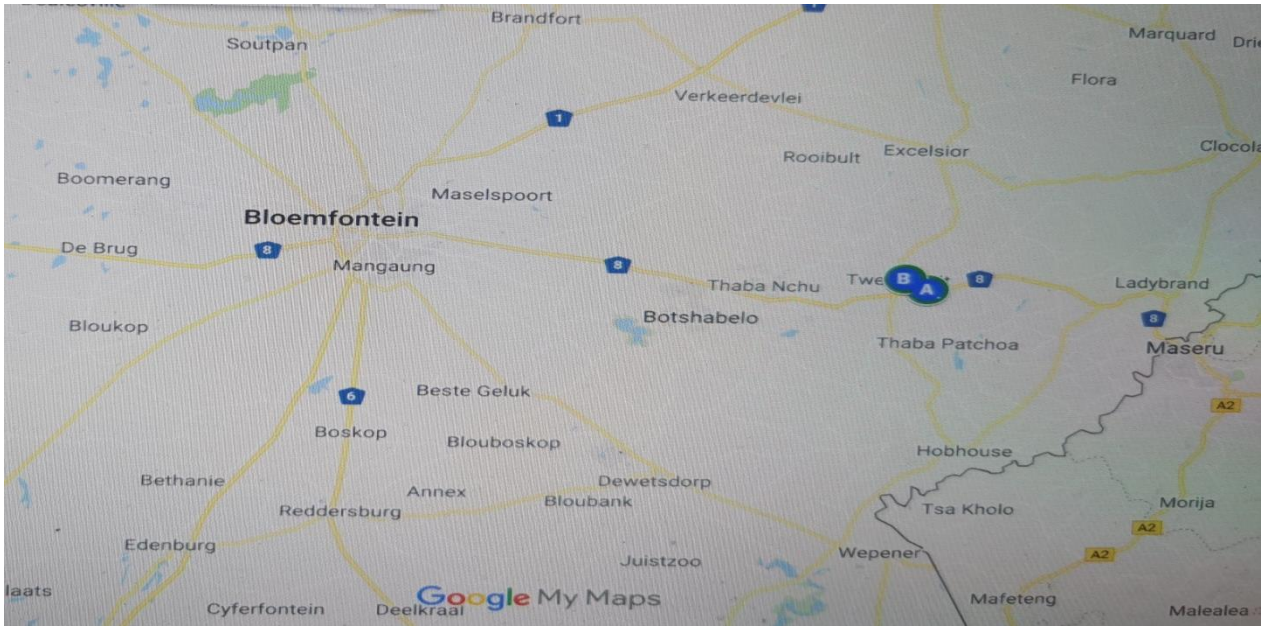

Figure 1a: Road Location from Bloemfontein

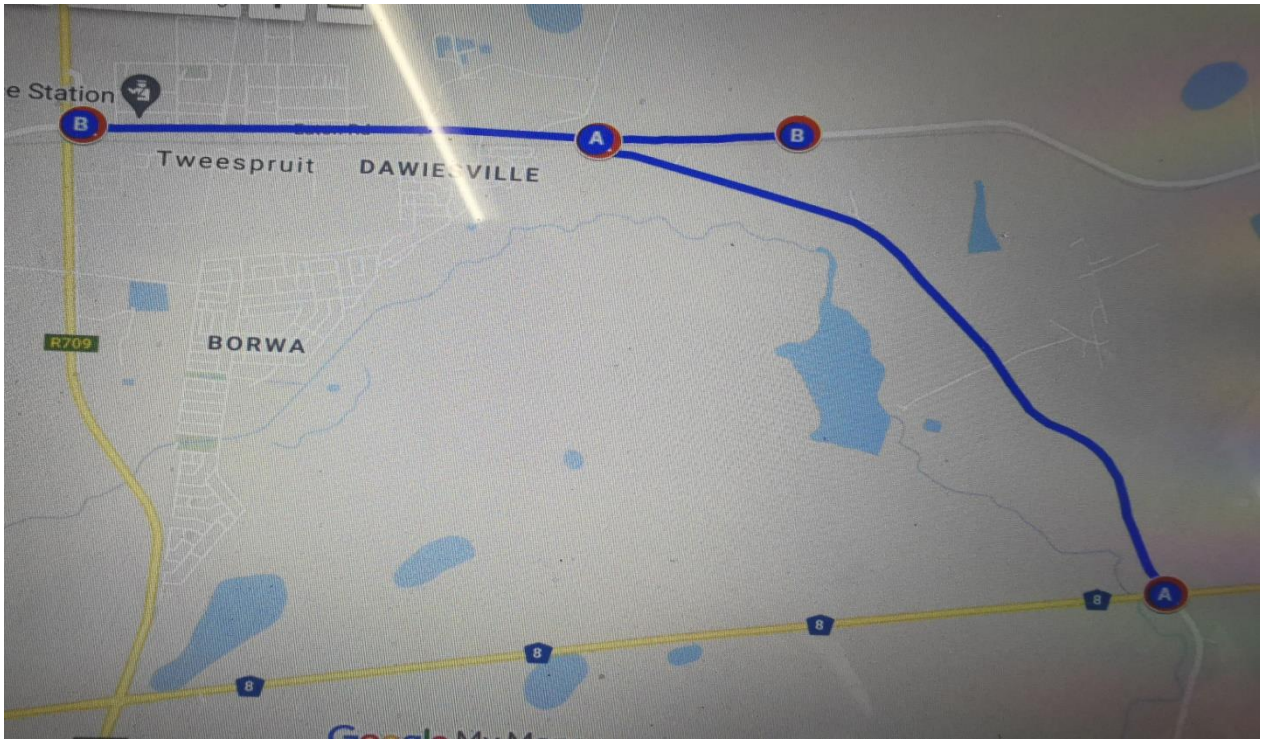

Figure 1b: Road Location in Tweespruit

1.3 CURRENT ROAD CONDITIONS

The road has largely deteriorated asphalt surfacing with a total length target of 4.8km consisting of 7.4m width. With the high rainfall in the area, the riding quality of the road have been a constant problem, also keeping in mind the limited maintenance performed on these dirt roads due to budget constraints. The road was assessed using the TMH9 assessment tools and principles, and these were some of the findings:

1.4PROJECT STAKEHOLDERS

The following interested and affected parties to be conferred with during the initial stages of the project:

- Community leaders must be consulted and be kept informed about the project development and progress. They must be allowed to play their role in appointment of EPWP Local labourers.
- The planning and designs to be done on close collaboration with the Road Planning Directorate of the Department.
- The Department Facilitation Office must be consulted and given the space to play their part.
- The agricultural community and landowners to be consulted during land survey- as well as land acquisition processes.

2. ROAD ASSESSMENT: PHYSIOGRAPHY

2.1 Visual Assessment

Table 1: Visual Road Assessment

Figure 2: Vegetation: Road Reserve

2.2 DRAINAGE

There are existing earth drainage structures on the road reserves. They need to be maintained to ensure their efficiency. The overall management of this storm water can without difficulty be managed by means of formalised drainage structures.

2.3 TRAFFIC

Traffic data obtained from RAMS office:

Table 3: RAMS Traffic Count

ROAD ID	RCLASS	START KM	END KM	LENGTH	AADTL	AADTB	AADTTL	AADT
S604	4	0,000	4,80	4,80	132	8	12	147
S34	4	0,00	2,28	2,28	197	3	19	224

			7	7				

Table 4: Road Assessment: Visual, TMH9

ROAD_ID	LANE_CODE	START_KM	END_KM	ROAD_WIDTH	Condition	Treatment Type
S604	2	0,000	0,500	7,4	Poor	Heavy Rehabilitation
S604	2	0,500	1,000	7,4	Poor	Heavy Rehabilitation
S604	2	1,000	1,500	7,2	Poor	Heavy Rehabilitation
S604	2	1,500	2,000	7,1	Poor	Heavy Rehabilitation
S604	2	2,000	2,500	7,4	Fair	Light Rehab/Overlay
S604	2	2,500	3,000	7,4	Fair	Light Rehab/Overlay
S604	2	3,500	4,000	7,4	Poor	Heavy Rehabilitation
S604	2	4,000	4,800	7,4	Poor	Heavy Rehabilitation

3. PAVEMENT DESIGN

3.1 ROAD CATEGORY

In South Africa, roads are categorized according to the importance and level of service required. Table 2 gives details of the four road categories used (TRH4; TRH12 and cncPAVE). The “approximate design reliability” is linked to the category. Photographs of typical roads in each category are given in Figure 2.

For new design, the design reliability is usually introduced when estimating the structural capacity of a potential design. This process is discussed in more detail in Theyse et al (1995 and 1996) for flexible pavements. For rehabilitation design, the road category not only determines the approximate reliability for the future structural capacity of the rehabilitated road, but also provides guidance on the percentile levels to use during the assessment of condition data for the existing road.

Category B Roads. Financial constraints may dictate the selection of a shortened structural design period of 10 years. If it is foreseen that structural rehabilitation will be difficult, a longer period of 20 years may be appropriate.

Financial constraints, relatively low traffic volume and light traffic loads has dictated the selection of **Category B** Road rehabilitation design.

4. TRAFFIC ACCOMMODATION

Traffic Accommodation will be arranged as planned for by the Project Engineer and authorised by the Project manager to ensure safety and free flow of existing traffic. Bypass routes will be temporarily constructed appropriately on the road side to avail the road site for the construction.

5. ENVIRONMENTAL IMPACT ASSESSMENT

Environment Consultants to be appointed to conduct the environmental assessments regarding the impact of the road works and mining operations on the environment.