

**TENDER NUMBER: DRT 14/08/2018 THE CALIBRATION VERIFICATION AND MAINTENANCE OF PROVINCIAL
WEIGH BRIDGES AND VEHICLE TESTING STATIONS FOR A PERIOD 36 MONTHS**



PROCUREMENT DOCUMENT

OCTOBER 2021

ISSUED BY:

HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND TRANSPORT
PRIVATE BAG X83
MARSHALLTOWN
2107

NAME OF TENDERING ENTITY:

ADDRESS:

TEL. NO. **FAX NO**

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

R



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**TENDER for CONTRACT No.: DRT 14/08/2018
FOR
THE CALIBRATION VERIFICATION AND MAINTENANCE OF PROVINCIAL WEIGH
BRIDGES AND VEHICLE TESTING STATION FOR A PERIOD 36 MONTHS**

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE GAUTENG PROVINCE, DEPARTMENT OF ROADS AND TRANSPORT REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:

TENDER NUMBER	SERVICE	CIDB	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 14/08/2018	The Calibration Verification and Maintenance of Provincial Weigh Bridges and Vehicle Testing Station for a Period 36 Months	No CIDB grading required	Venue: Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street Koedoespoort Pretoria Date: 19 November 2021 Time: 10h00 NB: Failure to attend site briefing will result in disqualification	Date: 08 December 2021 Time: 11H00 Tender Box Gauteng Department of Roads and Transport, Ground floor, Life Centre Building, 45 Commissioner Street, Johannesburg. Tenderers are advised to timeously submit documents earlier than closing date to avoid crowding.



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				Public in-person bid opening is prohibited. Tenderers are advised to regularly check the eTender Publication Portal and Departmental Websites for publications, addenda and communication regarding bid documentation, bid opening, bid closing etc.
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The Gauteng Department of Roads and Transport adheres to all relevant Acts, Black Economic Empowerment Act 53 of 2003, the Preferential Procurement Policy Framework Act No.5 of 2000 and the Employment Equity Act No. 55 of 1998.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

The Department has decided to apply pre-qualifying criteria, in terms of Preferential Procurement Regulation 4.(1)(b) to advance certain designated groups. Bidders who do not meet the pre-qualification criteria, will be disqualified and will not be considered for further evaluation. Only the following bidders may respond:

- **Bidders (including trusts, JV's and consortia) must be an EME (Exempted Micro Enterprise) or QSE (Qualifying Small Enterprise)**

B-BBEE Requirements:

1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a sworn affidavit.
2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTIC or the CIPC format or in a similar format and must be valid, original or certified as a true copy of the original **OR** B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System).



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4. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original including a valid sworn affidavit (or certified true copy of the original) declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end.
5. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
6. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
7. Only B-BBEE Status Level Verification Certificates issued by an Agency accredited by SANAS will be accepted, failing which the bidder will be disqualified.

Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Sworn Affidavit will result in the bidder being disqualified. Sworn Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

NB: The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents will render the bidders tender disqualified:

- Duly complete, sign and submit all SBD documents which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance. The representative attending the compulsory site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium/Trust.

NB: Bidders who are listed on the National Treasury's register of defaulters and restricted suppliers will be automatically disqualified.

OTHER KEY RETURNABLES:

- Bidders to submit a Tax Compliance Status Pin issued by SARS, that will grant a third-party access to the bidder's Tax Compliance Status (a trust, consortium or joint venture must submit a valid Tax Compliance Status Pin for each partner in the trust, consortium or joint venture).



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- Central Supplier Database (CSD) registration summary report for each main bidder, party in the trust, consortium or joint venture. Only suppliers who are registered on CSD will be considered for appointment
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Certified ID Copies of all company members and shareholders (NB: the date of certification must be less than 3 months from the date of the bid closure).

FUNCTIONALITY EVALUATION:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 60 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality is as follows:

FUNCTIONALITY CRITERIA		
Company relevant experience (Max 50 points) (Failure to submit required calibration verification accreditation will result in the bidder scoring zero points)	Capacity (Max 30 points) (Failure to submit Works Supervisor(s) accreditation certificate will result in the bidder scoring zero points)	Equipment and Parts (Max 20 points) (Failure to submit proof of Original Equipment Manufacturer verification certificates will result in the bidder scoring zero points)
Calibration verifications completed in the last 5 years with the following accreditation: SANS 10343 and 10216: (Max 50 points) <ul style="list-style-type: none"> • 15 or more calibration verifications (50 points) • 10 to 14 calibration verifications (25 points) • 1 to 9 calibration verifications (10 points) • No calibration verifications (0 points) 	Works Supervisor(s) must be SANS 10343 and 10216 accredited: (Max 30 points) <ul style="list-style-type: none"> • Supervisor(s) with SANS accredited certificates: 10343 and 10216 i.e. One Supervisor in possession of both accreditations or two supervisors each in possession of one of the two accreditations provided both accreditations are covered. (30 points) 	Sourcing of facility static scale equipment and parts: (Max 20 points) <ul style="list-style-type: none"> • Proof of all equipment and parts sourced from SANS accredited manufacturer(s) (20 points) • No proof of all equipment and parts sourced from SANAS accredited manufacturer(s) (0 points)



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	<ul style="list-style-type: none"> Supervisor(s) without SANS accredited certificate: 10343 and 10216 (0 points) <p>Bidders to attach certified copies of Certificates of Accreditation</p>	
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Total Points	100
Minimum threshold points to qualify for further evaluation	60

PREFERENCE POINT SYSTEM EVALUATION:

In terms of Preferential Procurement Regulation 6, effective from 1 April 2017, the Department will be applying the 80/20 preference point system.

Bidders should note the following:

- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- The tenderer must be able to furnish proof of currently valid SANS 10259 accreditation to verify weigh equipment and the Tenderer must be able to legally issue a valid verification certificate for mass measuring bridges according to SANS 10343. This accreditation and ability must be kept valid for the duration of this contract.
- Only suppliers who are registered on the National Centralised Supplier Database (CSD) will be considered for appointment.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 90 days. However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.



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Tender Documents

A non-refundable amount of R500 (Five hundred Rand) will be levied per tender document. This amount is payable in cash or debit card between 09h00 and 15h00 at our Finance Section of the Gauteng Department of Roads and Transport, **located at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg**

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the 05 November 2021.

For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail @ drt.scmbidadmin@gauteng.gov.za

OR Alternatively

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

Electronic submission of bids will **NOT** be accepted.

Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.

The Department reserves the right to cancel **OR** not to award this tender to any party.

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11h00 on the closing date indicated above.

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (June 2009). (Not included, see www.cidb.org.za).

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	Tender Data
F.1.1	The employer is the Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Life Centre Building, 45 Commissioner Street.
F.1.2	The Tender Documents issued by the employer comprises PARTS T1, T2, C1, C2, C3, C4, C5, C6 and C7 as outlined in the CONTENTS page and included with the tender pack.
F.2.7	A compulsory clarification meeting will take place at the time and venue as stated in the published "Tender Notice and Invitation to Tender" .
F.2.12	No alternative tenders will be considered.
F.2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Trust / Joint Venture / Consortia.
F.2.13.3	Each tender offer communicated on paper shall be submitted as original, plus 0 copies.
F.2.13.4	Submit only the signed original tender
F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Life Centre Building, 45 Commissioner Street. Identification details: TENDER NUMBER: DRT 14/08/2018 THE CALIBRATION VERIFICATION AND MAINTENANCE OF PROVINCIAL WEIGH BRIDGES FOR A PERIOD 36 MONTHS and the closing date and time of the tender.
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as stated in the published Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days.
F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Form of Guarantee to the format included in Part T2.2 of this procurement document.
F.3.11.3	Tender offers will only be accepted if:

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Clause number	Tender Data
	<p>a) <u>The proposed Guarantor</u> must complete the form of intent to provide a Guarantee to the tenderer on the format included in Part T2.2 of this procurement document</p> <p>b) The tenderer or any of its directors/shareholders 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;</p> <p>c) The tenderer has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; <p>f) 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>h) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014 (as amended), issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>

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Part T2.1 List of Returnable Documents

1 Documents required for tender administrative purposes

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Certificate of Authority
- Schedule of Proposed Subcontractors
- Schedule of Equipment
- Schedule of recently completed and current contracts
- Occupational Health and Safety Act: Statement by Tendering Entity
- Tenderer's Bank Details
- Schedule of Tenderer's Litigation History

2. Returnable Schedules required for tender evaluation purposes

- Tax Compliance Status PIN for Tenders
- Form of Intent to Provide a Form of Guarantee
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest
- SBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- SBD 9: Certificate of Independent Bid Termination

3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

- B-BBEE Verification Certificate
- SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

4 C1.1 Offer portion of Form of Offer and Acceptance

5 C1.2 Contract Data (C1.2.3)

6 C1.3 Other Standard Form

7 C2.2 Bill of Quantities (Weigh Bridges)

8. C2.3 Rates for Special Materials

9. C2.4 Ad-Hoc and Labour Rates

10. C4.2 Bill of Quantities (Vehicle Testing Stations)

11. C4.3 Rates for Special Materials

12. C4. 4 Ad-Hoc and Labour Rates

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1 Documents required for tender administrative purposes

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, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships (attach certified ID Copies)

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 in the 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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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

*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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) 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;
- iii) 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;
- iv) 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; and
- v) 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 _____

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Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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Certificate of Authority

This Returnable Schedule is to be completed by the tendering entity.

I/We, the undersigned, are submitting this tender offer and hereby authorise Mr/Ms
., authorised signatory of the company
., acting in the capacity of, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
CIDB registration number:		Signature. Name Designation
CIDB registration number:		Signature..... Name Designation
CIDB registration number:		Signature..... Name Designation

Schedule of Proposed Subcontractors

- **No sub-contractors are allowed for this contract.**

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Schedule of recently completed and current contracts

List not more than seven contracts completed in the last five years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

List all current contracts not complete at the time

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of commencement	Date of expected Completion*
		Name	Tel				



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1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

*Date when defects liability period commenced

Signed

Date

Name

Position

*Enterprise
name*

.....

Schedule of Equipment

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

- (a) Details of major equipment that is owned by and immediately available for this contract. **(Attach vehicle registration documents as proof of ownership)**

Description, size, capacity, etc.	Quantity

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 acceptable. **(Attach a letter of intent from Rental Companies)**

Description, size, capacity, etc.	Quantity



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

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Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Occupational Health and Safety Act: Statement by Tendering Entity

I, duly authorised

to represent (company name)

in my capacity as

hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on

.....

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Signed Date

Name Position

Tenderer

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Tenderer's Bank Details

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender as well as the working capital at the disposal of the tenderer. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:.....
- iv) Branch Number:
- v) Bank and branch contact details.....
.....

SIGNED BY TENDERER:

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Schedule of Tenderer's Litigation History

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

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2. Returnable Schedules required for tender evaluation purposes

Tax Compliance Status PIN for Tenders

The tenderer is to affix to this page:

A Tax Compliance Status PIN that will grant a third party access to the bidder's Tax Compliance Status.

Note:

Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid in order that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

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Form of Intent to Provide a Form of Guarantee

- 1 With reference to the tender of
..... (hereinafter referred to as the **"TENDERER"** for the project
..... (hereinafter referred to as the **"CONTRACT"** for the DEPARTMENT OF ROADS AND TRANSPORT of the Gauteng Provincial Government, (hereinafter referred to as the **"EMPLOYER"** for the tender dated
..... for the offered total of prices of (R.....)
..... (in words)
- 2 I/We in my/our capacity as and hereby representing
..... (hereinafter referred to as the **"GUARANTOR"** advise that the **"GUARANTOR"** undertakes to provide a **Form of Guarantee** to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document within five (5) working days of the written acceptance of the contractor's tender offer.

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

.....
*for and on behalf of the **Guarantor** who by signature hereof warrants authorisation hereto*

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Certificate of Insurance Cover

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Contractor's Equipment
Company:
Value:
 - Insurance for Contractor's Personnel
Company:
Value:
 - General Public Liability
Company:
Value:
 - SASRIA
Company:
Value:

SIGNED BY TENDERER:

SBD 4

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Declaration of Interest

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number.

2.7

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

I, THE UNDERSIGNED(NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration

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- number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

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SBD 8

Declaration of Bidder's Past Supply Chain Management Practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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SBD 9

Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:.....that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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Part C1 Agreements and Contract Data

C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

Head of Department
Department Of Roads and Transport
Private Bag X83
Marshalltown
2107

Sir,

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) IS;

.....

..... (in words)

(R in figures)

You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

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Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without variations or deviations other than those stipulated in the form for Proposed Amendments and Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE:..... DATE:.....

NAME (IN CAPITALS):

CAPACITY:

Date and minute reference of Board resolution if different from returnable document: Certificate of Authority

Certificate of Authority for signature.....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE:..... DATE:.....

NAME (IN CAPITALS):



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value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.

- Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
- Proof that the contract has been registered by the Department of Labour in terms of Occupational Health and Safety legislation, for which purpose the relevant forms have already been partially completed by the Employer and attached hereto.
- The completion of the attached Employer's Form of Banking Details.

Failure to fulfil any of these obligations shall constitute a repudiation of this agreement.

4. The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify the Employer in writing of any justification why you cannot accept the contents of this agreement.
5. The commencement date of the contract shall be that on which the site hand-over meeting is held, which shall not be later than *(Usually 28 calendar days after the date of this form, or earlier if circumstances demand and as agreed between tenderer/Employer).*
6. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.

Signature Date

Name

Capacity

for the Employer Department of Roads and Transport
Directorate: Traffic Engineering

Name and

Signature of

Witness Date

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C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

1. The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the tenderer and Employer based on information provided in Form A4: Schedule of Variations or deviations by tenderer or conditions imposed by the Employer in its acceptance of the offer.
2. In the event that an alternative offer is accepted in terms of F.2.12 of the Tender Data, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from the Employer to the contractor.
3. Addenda issued during the tender period are deemed not to be variations to the tender.

1.
2.
3.
- 4 etc.....

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C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

1. The Conditions of Contract for Construction (1999 edition) prepared by the International Federation of Consulting Engineers (FIDIC), as amended, shall apply to this contract. The amendments are those issued by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by The Department of Roads and Transport

PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

Up to 1 March 2006 no amendments have been issued by FIDIC.

PART B: PARTICULAR CONDITIONS OF CONTRACT

Note to tenderer:

The following amendments are the Department of Roads and Transport's standard particular conditions to the general conditions and shall apply to this contract.

The following additional amendments to the FIDIC Conditions of Contract 1999 apply to this contract:

CONDITIONS OF CONTRACT

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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

SUBJECT INDEX	Clause	SUBJECT INDEX	Clause
BE Definitions	1.1.2.11	Fossils	4.24
BE Subcontractors	4.1 & 4.4	Health & Safety	6.7
Appendix to Tender Assignment	1.1.1.9&1.7	Indemnity by Contractor	6.12
Clearance of Site	11.11	Insurance – General requirements	18.1
Commencement of Works	8.1	Laws Letter of Acceptance	1.1.6.5
The Contract Agreement	1.1.1& 1.6	Materials on Site	14.5
Contract Documents - no. of copies	1.8	Payment Certificates	14.6
Contract Price Adjustment schedule	13.8	Performance Certificate	11.9
Contractor's Claims	20.1	Performance Security	4.2
Contractor's Equipment	4.17	Priority of Documents	1.5
Contractor's Obligations – B-BBEE Requirements	4.1	Programme	8.3
Currencies of Payment	14.15	Protection of Environment	4.18
Day work	13.6	Provisional Sums	13.5
Disorderly Conduct	20.2	Retention Money Guarantee	14.3
Disputes Settlement of	20.3	Right of way & facilities	4.13
Mediation	20.3	Safety Procedures	4.8
Court	20.4	Site Data	4.10
Special	20.5	SMME	1.1.2.12
Documents – Priority	1.5	Specifications Subcontractors & Suppliers	4.4
Electricity, Gas, Water	4.19	Supplementary Agreement	1.1.6.10
Employer's Equipment	4.20	Taking over parts of works Tender	10.2
Employer's Personnel	2.3	Variations – Procedures	13.3
Employer's Risks (SASRIA)	17.3	Working hours	6.5
Employer's Sole Authority	3.1	Written Communications	1.2
Environmental Protection	4.18		
Force Majeure: Subcontractor and Supplier	19.5		

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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

1.1 Definitions

1.1.1 The Contract

“Contract” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

“Letter of Acceptance” means the Form of Acceptance as contained in part C1.1.2 of the contract documents.”

“Letter of Tender” means the Form of Offer as contained in part C.1.1.1 of the contract document.”

“Specification” means that document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.”

“Schedules” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

“Tender” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

“Appendix to Tender” means the completed section entitled C1.2.2 Contract Data – Information provided by the Employer included in the Contract Data:”

“Bill of Quantities” shall also mean the Pricing Schedule as contained in section C2.2 of the contract document.”

1.1.2 Dates, Tests, Periods and Completions

A **“day”** means a calendar day, except for any extension of time that is granted under sub-clause 8.4, [Extension of Time for Completion], in which case a day means a working day. A **“Year”** means 365 calendar days”

“Supplementary Agreement” means an agreement between the Employer and the Contractor for executing work, supplemental to the original Contract, which was not contemplated in the original Contract and is also not required for the proper completion of the original Contract.”

1.2 Interpretation

“The expression “written”, “in writing”, “notify”, “the giving of notice”, “giving consent”, “as instructed” or “at the request of” means that communication, either hand-written or printed by whatever means, including transmission by telefax or e-mail, and resulting in a permanent record. However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings.”

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1.3 Priority of Documents

- (a) the Forms of Offer and Acceptance
- (b) the Appendix to Tender within the Contract data
- (c) the Particular Conditions of Contract
- (d) the General Conditions
- (e) the Scope of Works,
- (f) the project Drawings,
- (g) the standard Specifications,
- (h) the standard Drawings, and
- (i) the Schedules and any other documents forming part of the Contract."

1.4 Contract Agreement

"The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents"

1.5 Assignment/Cession

Neither Party shall, without the written consent of the other, assign the contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder."

1.6 In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer's approval shall also be obtained before taking any action under sub-clauses 8.4, 11.9, 13.3 and 20.1 as amended in these Particular Conditions".

1.7 Performance Security

The Contractor shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by a bank or insurance company registered or licensed as a bank or insurance company to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer."

1.8 Safety Procedures

Enter into and execute an agreement as provided for under Section 37(2) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and shall comply with all other requirements of Act No 85 of 1993 and Construction Regulations, 2014 (as amended). The agreement in the relevant form shall be prepared at the expense of the Employer."

1.9 Rights of Way and Facilities

The Contractor shall abide by the procedures for the provision of deviation, haul and construction roads, and the requirements for the construction, maintenance and final reinstatement of such roads, all as set out in the standard Specifications."

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1.10 Contractor's Equipment

The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."

1.11 Protection of the Environment

The Contractor shall ensure compliance with all the environmental requirements indicated in part C3 Scope of Work."

The Contractor shall indemnify the Employer against any liability arising from or in relation to any of the above matters."

1.12 Security of the Site

On the Site, or utility or service owners whom the Employer or the Engineer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners; and"

The Contractor shall indemnify the Employer against any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment."

1.13 Fossils

Fossils and graves Contractor shall indemnify the Employer against any liability arising from such loss or damage.

1.14 Working Hours

No work shall be carried out on Site on Sundays or on any special non-working day stated in the Contract Data or between sunset and sunrise on any day, unless:"

1.15 Health and Safety

The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services (including the provision at all times of a person qualified to render medical first aid) and a supply of potable water for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site."

1.16 Indemnity by Contractor

The Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - i. all or any of the Contractor's workforce as a result of a dispute between all or any of the Contractor's workforce and the Contractor; or
 - ii. all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;

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(b) any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel."

1.17 Commencement of Work

28 days after the Contractor receives the Letter of Acceptance, but within the period stated in the Contract Data."

1.18 Delay Damages

The Contractor shall in consultation with the specific regional manager determine the commencement date and the period required to complete a specific work order. Should the Contractor fails to comply he shall pay delay damages to the Employer as stated in the Appendix to Tender."

Where stated in the Appendix to tender, the contractor shall be subject to penalties for non-compliances with specified accommodation of traffic road signage identified by the engineer and for each additional day of lane closure needed to complete programmed work sections."

1.19 Taking Over of Parts of the Works

The Employer may make use of any part of the Permanent Works prior to the issue of a Taking Over-Certificate."

1.20 Clearance of Site

With the exception of Plant, Materials and Contractor's Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor's Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor's Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Engineer."

After the issue of the Taking-Over Certificate".

1.21 Evaluation

A new rate or price shall be appropriate for an item of work only if notice has been given.

1.22 Variation Procedure

Each instruction to execute a Variation, unless the Variation is to be executed on a Day work basis, shall be a written instruction presented in the form of a Variation order. The Variation order shall be presented to the Employer, who shall signify his approval before the order is signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Variation order that is not approved and signed by the Employer".

1.23 Provisional Sums

Services including items for which a prime cost sum has been provided in the Bill of Quantities.

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1.24 Day work

The following procedure shall apply.”

The work shall be valued in accordance with the Day work Schedule included in the Contract or, in the absence of a Day work Schedule or for items not included in the Day work Schedule the Contractor shall be paid the aggregate of:

- (i) the gross remuneration of the workmen for the time they are actually engaged on the work concerned,
- (ii) the net cost of Materials actually used,
- (iii) an amount in respect of Contractor's Equipment which shall be charged on a time basis at the rates stated in the Tender, failing which at rates, to be agreed between the Contractor and the Engineer or, failing agreement, to be determined by the Engineer on the basis of ruling equipment hire rates and
- (iv) the percentage allowances stated in the Contract Data, which allowances shall be held to cover all charges for the Contractor's and/or Subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools.”

1.25 Adjustments for Changes in Costs

The value of certificates issued in terms of Sub-clause 14.6 (excluding the value of those special Materials specified in the Contract Data) shall be increased or decreased by applying a Contract Price adjustment factor calculated according to the formula and the conditions set out in the Contract Price adjustment Schedule appended to these Particular Conditions.

Price adjustments for variations in the costs of special Materials specified in the Contract Data shall be made in the manner set out in the Contract Price adjustment schedule.”

1.26 Application for Interim Payment Certificates

If, as stated in the Contract Data, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Contract Data.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Contract Data.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

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1.27 Plant and Materials intended for the Works

- (i) supported by satisfactory evidence; and
- (ii) the relevant Plant and Materials have been delivered to and ..."

If so agreed in writing by the Employer, the provisions of this Sub-Clause 14.5, as amended herein, shall apply equally to Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site."

1.28 Termination by the Employer

Gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
- (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,
- (iii) or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.
- (iv) Misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents, including the right to terminate any other contract between the Employer and the Contractor and to forbid the Contractor or any employee, partner, shareholder or director of the Contractor to tender on any future projects put out to tender by the Employer for a period of five years from the date of notice of termination, which period may be reduced by application to and at the sole discretion of the Employer."

1.29 Employer's Risks

Unless these risks are insurable with the South African Special Risks Insurance Association (SASRIA) at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks.

1.30 General Requirements for Insurances

The Contractor shall effect all insurances as have been proposed and agreed by the Contractor as being necessary to adequately cover his insurable obligations under the Contract and shall maintain such insurances for the duration of the Contract.

With regard to the insurances to be effected for insurance against injury to Persons and Damage to property the Contractor shall arrange for the policy to be issued in the joint names of the Contractor, the Employer and Subcontractors and will incorporate a Cross Liability clause.

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The Employer shall be entitled at his discretion to call for evidence of the scope and validity of such insurance as and when this may be required.

If required, the Contractor shall provide proof that he has paid all contributions required in terms of the compensation for Occupational Injuries and Diseases, 1993 (Act No 130 of 1993)."

"If an extension of time is granted the Contractor shall be paid such additional time-related Preliminary and General allowances as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. Payment of costs additional to the above will only be considered if the costs derive from claims that fall within the terms of Clause 13 [Variations and Adjustments] and/or Sub-clause 17.3 [Employer's Risks]."

"After receiving a claim or any further particulars supporting a previous claim, the Engineer shall present such claim or particulars to the Employer, together with his recommendations, for a ruling, which ruling shall be given to the Contractor within 42 days after receiving a claim or any further particulars, provided that the said period of 42 days may be extended by application from one Party and approval of the other. If the Employer fails to give his ruling within the specified period, or agreed extension thereto, it shall be deemed that the Employer has dismissed the claim."

1.31 Settlement of Disputes

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-clause 20.3(f).
- (c) The Engineer shall
 - i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
 - ii) deliver his decision in writing to the Employer and to the Contractor, and
 - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph (c)(ii) or after the decision is deemed to have been given in terms of sub-paragraph (c)(iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.

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- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
- i) within 28 days of receipt of notice of the Engineer's decision, or
 - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.

If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.

- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

1.32 Mediation

- (a) The mediation referred to in Sub-Clause 20.2(e) shall be conducted by a mediator selected by agreement between the Parties or, failing such agreement within 7 days after a written request by either Party for such agreement, nominated on the application of either Party by the President for the time being of the South African Institution of Civil Engineering.

If, for any reason, the person appointed fails to assume or to continue in the office concerned:

- (i) the provisions of Sub-Clause 20.3 shall apply mutatis mutandis in the appointment of a successor, and
 - (ii) in making his nomination in terms of this sub-clause, the president for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and
 - (iii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.
- (b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:
- i) the Party himself, if a natural person,
 - ii) a partner in the case of a partnership,
 - iii) an executive director in the case of a company,
 - iv) a member in the case of a close corporation,
 - v) the Engineer,
 - vi) a bona fide employee of the party concerned, and
 - vii) a professional engineer appointed for the purpose by the Party concerned.

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- (c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:
 - i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and
 - ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.
- (d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
- (e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.
- (f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.
- (g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by court proceedings.
- (h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.
- (i) Irrespective of the nature of the mediator's opinion:
 - (i) each Party shall bear his own costs arising from the mediation, and
 - (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

1.33 Reference to Court

If a dispute is still unresolved as provided for in sub-paragraphs above or the dispute is one described in above paragraphs, the dispute shall be determined by court proceedings, provided that:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) no ruling or decision given by the Engineer in accordance with the provisions of the Contract shall disqualify him from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer relevant to the matter in dispute.

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1.34 Special Disputes

Notwithstanding anything elsewhere, any dispute between the Contractor and the Employer,

- (a) not relating to a ruling, decision, order, instruction or certificate by the Engineer, or
- (b) arising after the completion of the Contract or, if a Defects Notification Period is provided, after the termination of that period,

shall be determined, without the application of the provisions by court proceedings which may be initiated by either Party, in which event the provisions shall apply.

1.35 Continuing Validity

Inclusive constitute, a separate divisible agreement from the rest of the Contract and shall remain valid and applicable, notwithstanding that the Works may have been completed or that the rest of the Contract may be void or voidable or may have been cancelled for any reason."

APPENDIX: General Conditions of Dispute Adjudication Agreement

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

APPENDIX TO TENDER

Note: Clause numbers (Cl. No.) refer to the FIDIC "General Conditions of Contract for Construction for Building and Engineering Works designed by the Employer" (1999). The prefix A refers to an amendment in the Particular Conditions.

Item	Data
Employer	means The Department of Roads and Transport The Employer's address is: Department of Roads and Transport Private Bag X83 Marshalltown 2107
Engineer	The Director; Directorate Traffic Engineering will act as the Client's Engineer/ Project Manager.

- Limit	Not Applicable
Minimum amount of interim payment certificate	Not Applicable
Contractor to insure with SASRIA	Applicable / Required
Appointment of DAB	Not Applicable

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BEE Target values (CPG)	Not Applicable
Labour Content	Not Applicable
Sub-contractors	No Sub-contractors allowed
SMME/BE utilization	Not Applicable
Termination by Employer	Applicable
Suspension and Termination by Contractor	Applicable
Risk and Responsibility	Applicable
Insurance	Applicable / Required
Insurance for contractors work and equipment	Applicable / Required
General Public Liability cover for claims against the contractor	Applicable / Required
Insurance for contractors personnel	Applicable / Required

SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is

.....
.....

Physical Address:

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

Telephone:

.....
.....

Facsimile:

.....
.....

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The authorised and designated representative of the Contractor is:

Name:
.....
.....

The postal address for receipt of communications is:
.....
.....
.....
.....

Telephone:
.....
.....

Facsimile:
.....
.....

Physical Address:
.....

Email:
.....
.....

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C1.3 OTHER STANDARD FORMS

C1.3.1 FORM OF OCCUPATION HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993)

This AGREEMENT made at on this the day of in the year between THE DEPARTMENT OF ROADS AND TRANSPORT (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and (hereinafter called "the Mandatory") on the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TENDER NR:for.....

..... and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the FIDIC Conditions of Contract for Construction for building and engineering works designed by the Employer (1999) (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-

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- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
 5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
 6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 7. The Mandatory undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS:

NAME (IN CAPITALS)

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SIGNED FOR AND ON BEHALF OF THE MANDATARY

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF GUARANTEE

To: The Department of Roads and Transport
Private Bag X83
Marshalltown
2107

Note to tenderer:

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of acceptance.

1. I/We , the undersigned, and
in our respective capacities as
and
and as such duly authorised to represent:
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*
do hereby hold at your disposal the amount of
(R.....) including VAT, for the due fulfilment by
(insert the name of Contractor) (hereinafter referred to as "the Contractor") of its obligations to The Department of Roads and Transport (hereinafter referred to as "Employer") in terms of the above stated contract between the Contractor and the Employer.
2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof we declare ourselves to be fully conversant.
3. The Guarantor undertakes and agrees to pay to the Employer the said amount of R
.....

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- (R.....) including VAT, or such portion as may be demanded on receipt of a written demand from the Employer, which demand may be made by the Employer if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to the Employer any amount found to be due and payable to the Employer, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
 5. The said amount of R.....
(R.....) including VAT, or such portion as may be demanded may be retained by the Employer on condition that after completion of the service, as stipulated in the contract, the Employer shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.
 6. This guarantee is neither negotiable nor transferable and
 - a) must be surrendered to the Guarantor at the time when the Employer accounts to the Guarantor in terms of clause 5 above, or
 - b) shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the General Conditions of Contract and
 - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
 7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT

ON THIS DAY OF 20.....

GUARANTOR:

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

ADDRESSES 1 2

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C1.3.3 FORM OF REGISTRATION OF CONTRACT WITH DEPARTMENT OF LABOUR

Annexure A

Occupational Health and Safety Act, 1993

**Construction Regulations, 2014 (as amended)
Regulation 3 of the Construction Regulations, 2014 (as amended)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
.....
(b) Name and telephone number of principal contractor's contact person:
.....
2. Principal contractor's compensation registration number:
.....
3. (a) Name and postal address of client:
The Department of Roads and Transport, (insert Regional office postal address)
(b) Name and telephone number of client's contact person or agent:
Client: *(enter Project Manager Name and telephone number)*
.....
Agent: *(enter Engineer name and telephone number)*
.....
4. (a) Name and postal address of designer(s) of the Project:
.....
(b) Name and telephone number of the designer's contact person:
.....

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5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 6(1):

.....

- i) Name(s) of principal contractor's subordinate supervisors on site appointed in terms of Regulation 6(2):

.....

- ii) Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of contractors on the construction site accountable to the principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

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.....
PRINCIPAL CONTRACTOR

.....
DATE

.....
CLIENT

.....
DATE

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

C1.3.4 FORM OF BANKING DETAILS

Notes to Contractor:

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
 - an original cancelled cheque bearing your company name and account number; or
 - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 1.3 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

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To:
The Department of Roads and Transport
Chief Directorate Maintenance
1215 Nico Smith Street
Koedoespoort
Pretoria
0186

Dear Sir

BANKING DETAILS

By signing this document we accept the following:

- The banking details submitted are those of and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name:

Bank:

Branch Name:.....

Branch Code:.....

Account Number:

Yours sincerely

.....

Authorised Signatory for

DATE: ‘

GAUTENG PROVINCIAL WEIGH BRIDGES

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

- 1 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the activities as defined in the Scope of Work

Quantity: The number of units of work for each item of the activities

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the activities

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

- 2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and **not** the quantities given in the Schedule of Activities, will be used to determine payments to the Contractor.
- 3 The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Activities and the quantities finally certified for payment. Work for the activities will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.
- 4 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data and the Tenderer must confirm his acceptance of these amounts and rates.
- 5 If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should the Tenderer indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.
- 6 The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.
- 7 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- 8 The short descriptions of the payment items in the Schedule of Activities are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
- 9 Subject to the conditions stated in paragraph 8, the rates and lump sums filled in by the Tenderer in the Schedule of Activities 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 discrepancies between the Tender Sum and the correctly extended and totalled Schedule of Activities, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Schedule of Activities with the Tender Sum.
- 10 In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

- 11 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.
- 12 All rates and sums of money quoted in the Schedule of Activities shall be in Rand and whole cents. Fractions of a cent shall be discarded.
- 13 CPI adjustments on rates and prices are applicable for the duration of the contract from the date of the second scheduled round of verifications.
- 14 **Anything offered in this tender must be type approval compliant for the equipment in use at the Gauteng Provincial Weigh Bridges Vehicle Testing Stations.**

C2.2 BILL OF QUANTITIES (WEIGH BRIDGES)

Contract bill of quantities (part of contract adjudication calculation)

TABLE A

	Item Description	Unit	Total no in tender (Col 1)	Rate per unit (Col 2)	Amount (Col1)x(Col2) = (Col 3)
1	Initial condition assessment of weigh bridge scales and electrical distribution on site	Each	4		
2	Calibration verification of Bapsfontein weigh bridge (all-inclusive cost)	Each	6		
3	Calibration verification of Pinehaven weigh bridge (all-inclusive cost)	Each	6		
4	Calibration verification for Meyerton weigh bridge (all-inclusive cost)	Each	6		
5	Calibration verification for Boekenhoutskloof weigh bridge (all-inclusive cost)	Each	6		
6	Certification per site	Each	6		
7	Certified copy of calibration verification certificate (pdf copy)	Each	6		
8	New load cell HBM C16A 20 t (To carry as stock item *)	Each	1		
9	(Sum of the amounts of items 1 to 8) = Sub-Total A				
10	Add 50% for unforeseen & ad-hoc & CPI adjustments (TABLE B and TABLE C & CPI price adjustments will apply for these expenses)		1.50 X Sub-Total A		
11	(Sum of Sub-Total A plus item 10) = Sub-Total B				
12	15 % VAT on Sub-Total B				
13	(Sub-Total B + Item 12) = Grant-Total of Bill of Quantities				

- Stock item to be replenished as used and handed over to GDRT representative on completion of the contract period Stock replenishment to be done from unforeseen.

SIGNED ON BEHALF OF TENDERER:

C2.3 RATES FOR SPECIAL MATERIALS

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies of items delivered to site. This item is to be used to address unforeseen ad-hoc and maintenance cost as allowed for in the Bill of Quantities under Item 10.

TABLE B

SPECIAL MATERIALS	UNIT	Mark-up %	RATE OR PRICE WITH MARK-UP*
Corner board new	each		R
Indicator new	each		R
External display unit new	each		R
Lightning protection new	each		R
Screener calibration ** MASS-5000L	each		R
Battery power supply to indicator new	each		R
Items not listed above: (please indicate underneath):			
OTHER MATERIALS	UNIT	Mark-up %	RATE OR PRICE WITH MARK-UP*
1.			
2.			
3.			
4.			

** See detail about screeners under General Information underneath

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable supplier.

Note: Rates not included in Table B and Table C will require 3 quotations to be submitted for recommendation and acceptance by the employer.

SIGNED ON BEHALF OF TENDERER:.....

C2.4 AD-HOC AND LABOUR RATES

These rates will apply (if so required by the employer) on instruction for unforeseen and ad-hoc costs and maintenance for the contract period. This relate to Item 10 in the Bill of Quantities.

TABLE C

	Item Description	Units	Unit Price/Rate
1	Labour: (include travelling time)		
1.1	Supervisor / Engineer	hour	R
1.2	Technician/electrician	hour	R
1.3	Labourer	hour	R
2	Travelling (1.1 to 1.3 above)	km	R
3	Ad-hoc certification costs (all inclusive) per site	each	R
4	After hours call-outs additional % on labour rates in 1.1 to 1.3 above	%	
5	Transport costs for equipment repairs at workshops	km	R
6	Cleaning of scale pit (3 x 4.2 m)	each	R
7	Clearing the pit drainage	each	R
8	Certified copies of verification certificates	each	R
	Others (list below or attach if more space required)		
A			R
B			R
C			R

SIGNED ON BEHALF OF TENDERER:.....



TENDER for CONTRACT No.: DRT 14/08/2018
FOR
THE CALIBRATION VERIFICATION AND MAINTENANCE OF PROVINCIAL WEIGH
AND VEHICLE TESTING STATIONS BRIDGES FOR A PERIOD 36 MONTHS

PART C3: SCOPE OF WORK (WEIGH BRIDGES)

C3.1 BACKGROUND AND OBJECTIVE

The main objective of the employer is to calibrate and/or certify the four (4) Provincial Weigh Bridge Static Scales and three (3) Vehicle Testing Stations(VTS), at least six times during 36 months (at no more than 6 month intervals) and to maintain them in operational condition for the validity period of the certification (6 months x 6 = 36 months + 6 months maintenance thereafter), which must include the maintenance of the electrical distribution on the sites. This is to enable the Provincial Government to execute Overload Control Law Enforcement and Vehicle RoadWorthy Testing, at the sites. Refer to locality plan of said weigh bridges under PART C4.

C3.2 REQUIREMENTS

Each weighbridge is equipped with a single deck scale. The dimension of the deck is 3 m x 4,2 m. There is a weighbridge office constructed of brick linked by electronic cabling to the weigh scale. The site is equipped with electrical distribution servicing the buildings and site lighting. Law enforcement is done manually (this may change in the future to computerized law enforcement). The successful tenderer must calibrate 4 static weigh bridge scales located at 4 different sites in Gauteng (see part C4 for location detail). Upon successful calibration/verification of each site a verification certificate must be issued for the site according to SANS10343 and a pdf copy must be supplied to the employer. The tenderer must be able to maintain the scales at the sites for the validity period of the certification and on an ad-hoc basis when requested to do so by the Department. Such requests must be in writing. Tariffs supplied in Table B and C will apply for these expenses as allowed for in the Bill of Quantities, Table A, Item 10. The process of calibration verification of all 4 weigh scales must be repeated 6 times during the 36 months validity period of the contract.

C3.2.1 Performance

C3.2.1.1 Initial condition assessment

On appointment it is required from the contractor to inspect each site and to assure himself that the static weigh scales are ready for verification (Static scales functional, indicators are available, electricity supply is adequate and up to the standards required by local authority or other supplier, etc.), he is to report on this to the engineer and if so required, have to provide a detail report (with costs indicated) on any deficiency that needs to be rectified to enable him to verify the calibration of the scales.

Upon acceptance of this report the engineer will approve the proposed work and such work will need to be started within 7 calendar days and complete within 21 calendar days from acceptance, for all sites. (Table B & Table C rates will apply for these expenses)

C2.3.1.2 Load Cells

It is compulsory for the contractor to ensure availability of replacement load cells at short notice by keeping at least one such in stock for this contract. This is allowed for in the Bill of Quantities, item 9 and must be kept in stock until used in the contract maintenance. If used, stock must be replenished as allowed for in Table B. At the end of the contract plus the maintenance period, or if instructed to by the employer, the unused (stock item) load cell must be transferred to the employers inventory or as per instruction.

C2.3.1.3 Scheduled verification of static scales

The successful tenderer must compile a verification program for period of the contract as agreed upon with the employer's representative.

This verification program must be followed and **penalties** will be applicable upon deviation thereof. It is compulsory to verify (& calibrate if required) all four weigh bridge scales at least six times each during the contract period. A calibration verification certificate must be issued for each scale after verification. (The original certificate must remain at the site and a certified pdf duplicate must be provided to the engineer within one week after calibration).

C2.3.1.4 Unscheduled maintenance

- a. It is required from the contractor to be available 24h per day for the logging of breakdowns involving scale and electrical distribution on site.
- b. Static Scales: It is required from the contractor to inspect the requested maintenance within one work day after receiving the complaint and to **complete repairs** to maintenance call-outs within 4 work days after the day of notification for the duration of the validity of the calibration verification certificates (until six months after the last verification of the contract).
- c. Electrical supply & distribution faults: It is required from the contractor to **complete electrical repairs** on site within one work day after the day of notification for the duration of the validity of the calibration verification certificates until six months after the last verification of the contract.
- d. Failure to complete within the stipulated time described above will invoke penalties.

Maintenance of the scales includes the electrical distribution on site. (Table B and Table C rates will apply for these expenses).

C2.3.1.5 Instructions to perform ad-hoc work

A written confirmation issued by the engineer for ad-hoc maintenance on the static weigh scales or electrical distribution during the 6 months following the calibration verification of each site is required before any work can be done by the contractor at the relevant site.

1. Notification to perform maintenance work to the contractor will be done via telephone and confirmed via email by the engineer or his representative.
2. **Written approval (email) to do maintenance must be given by the employer or his representative before any required ad-hoc maintenance work can be executed.**
3. Maintenance work at a site should be completed within 4 work days after commencement.

C2.3.1.6 Penalties

Failure to comply with the timeframe allowed for the programmed verifications and ad-hoc maintenance will invoke a penalty of R500.00 per day per site, per incident, as applicable.

C3.3 GENERAL INFORMATION PERTAINING TO THE TENDER

C3.3.1 The engineer and his representative will be identified when the contract commences.

A representative from the Department of Community Safety (DCS) will be identified on commencement of the contract as a liaison officer. This is to ensure that overload control operations does not interfere with maintenance work on weigh bridge sites.

The contractor must submit certificates and invoices to the engineer or his representative and it must include any written instructions received by the contractor from the department's representatives.

C3.3.2 Accommodation of Traffic at the sites:

When calibration verification or programmed maintenance work is to be carried out the contractor must give 1 days' notice to the engineer or the liaison officer at DCS.

C3.3.3 Services:

No existing services are to be interfered with. Where, in the opinion of the engineer, services may be encountered in the workings, these shall be located, exposed and if necessary, be moved or protected.

C3.3.4 Power Supply and other Services:

The contractor shall make his own arrangements regarding the supply of electrical power and all other services when electricity supply to the site is down. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, this include scheduled and unscheduled electrical supply interruptions.

C3.3.5 Water supply during the contract period:

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction or other activities and all related costs will be deemed to be included in his tendered rates.

C3.3.6 Security

The contractor shall be responsible for the security of his personnel and plant on and around the site of the works and for the security of his camp, and no claims in this regard shall be considered by the employer.

C3.3.7 Programme of the Work

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work.

C3.3.8 Screeners

The screeners that may require periodic calibration are Mikros Systems MASS-5000L, there are 5 operational screeners. Calibration will be on an if and when required basis, as indicated by the employers representative.

VEHICLE TESTING STATIONS

PART C4: PRICING DATA

C4.1 PRICING INSTRUCTIONS

15 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the activities as defined in the Scope of Work

Quantity: The number of units of work for each item of the activities

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the activities

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

- 16 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and **not** the quantities given in the Schedule of Activities, will be used to determine payments to the Contractor.
- 17 The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Activities and the quantities finally certified for payment. Work for the activities will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.
- 18 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data and the Tenderer must confirm his acceptance of these amounts and rates.
- 19 If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should the Tenderer indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.
- 20 The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.
- 21 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- 22 The short descriptions of the payment items in the Schedule of Activities are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
- 23 Subject to the conditions stated in paragraph 8, the rates and lump sums filled in by the Tenderer in the Schedule of Activities 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 discrepancies between the Tender Sum and the correctly extended and totalled Schedule of Activities, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Schedule of Activities with the Tender Sum.
- 24 In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests

Tenderers, should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

- 25 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.
- 26 All rates and sums of money quoted in the Schedule of Activities shall be in Rand and whole cents. Fractions of a cent shall be discarded.
- 27 CPI adjustments on rates and prices are applicable for the duration of the contract from the date of the second scheduled round of verifications.
- 28 **Anything offered in this tender must be type approval compliant for the equipment in use at the Gauteng Provincial Vehicle Testing Station.**

C4.2 BILL OF QUANTITIES (VEHICLE TESTING STATIONS)

Contract bill of quantities (part of contract adjudication calculation)

TABLE A

	Item Description	Unit	Total no in tender (Col 1)	Rate per unit (Col 2)	Amount (Col1)x(Col2) = (Col 3)
1	Initial condition assessment of Vehicle Testing Station (Pit 1 and Pit 2)	Each	3		
2	Calibration verification of Temba Vehicle Testing Station (all-inclusive cost)	Each	All cert. for pit 1 and 2		
3	Calibration verification of three (3) Vehicle Testing Stations (all-inclusive cost)	Each	All cert. for pit 1 & 2		
4	Certification per site (all certificates)	Each			
5	Certified copy of calibration verification certificate (pdf copy)	Each			
6					
9	(Sum of the amounts of items 1 to 5) = Sub-Total A				
10	Add 50% for unforeseen & ad-hoc & CPI adjustments (TABLE B and TABLE C & CPI price adjustments will apply for these expenses)		1.50 X Sub-Total A		
11	(Sum of Sub-Total A plus item 10) = Sub-Total B				
12	15 % VAT on Sub-Total B				
13	(Sub-Total B + Item 12) = Grant-Total of Bill of Quantities				

- Stock item to be replenished as used and handed over to GDRT representative on completion of the contract period Stock replenishment to be done from unforeseen.

SIGNED ON BEHALF OF TENDERER:.....

C4.3 RATES FOR SPECIAL MATERIALS

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies of items delivered to site. This item is to be used to address unforeseen ad-hoc and maintenance cost as allowed for in the Bill of Quantities under Item 10.

TABLE B

SPECIAL MATERIALS	UNIT	Mark-up %	RATE OR PRICE WITH MARK-UP*
Corner board new	each		R
Indicator new	each		R
External display unit new	each		R
Lightning protection new	each		R
Screener calibration ** MASS-5000L (Mikros Systems)	each		R
Battery power supply to indicator new	each		R
Items not listed above: (please indicate underneath):			
OTHER MATERIALS	UNIT	Mark-up %	RATE OR PRICE WITH MARK-UP*
1.			
2.			
3.			
4.			

** See detail about screeners under General Information underneath

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable supplier.

Note: Rates not included in Table B and Table C will require 3 quotations to be submitted for recommendation and acceptance by the employer.

SIGNED ON BEHALF OF TENDERER:.....

C4.4 AD-HOC AND LABOUR RATES

These rates will apply (if so required by the employer) on instruction for unforeseen and ad-hoc costs and maintenance for the contract period. This relate to Item 10 in the Bill of Quantities.

TABLE C

	Item Description	Units	Unit Price/Rate
1	Labour: (include travelling time)		
1.1	Supervisor / Engineer	hour	R
1.2	Technician/electrician	hour	R
1.3	Labourer	hour	R
2	Travelling (1.1 to 1.3 above)	km	R
3	Ad-hoc certification costs (all inclusive) per site	each	R
4	After hours call-outs additional % on labour rates in 1.1 to 1.3 above	%	
5	Transport costs for equipment repairs at workshops	km	R
6	Cleaning of scale pit (3 x 4.2 m)	each	R
7	Clearing the pit drainage	each	R

8	Certified copies of verification certificates	each	R
	Others (list below or attach if more space required)		
A			R
B			R
C			R

SIGNED ON BEHALF OF TENDERER:.....



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER for CONTRACT No.: DRT 14/08/2018

FOR

**THE CALIBRATION VERIFICATION AND MAINTENANCE OF GAUTENG PROVINCIAL
VEHICLE TESTING STATION FOR A PERIOD 36 MONTHS**

PART C5: SCOPE OF WORK (VEHICLE TESTING STATIONS)

C5.1 BACKGROUND AND OBJECTIVE

The main objective of the employer is to calibrate and/or certify the three (3) Gauteng Provincial Vehicle Testing Station at least one time during 36 months and to maintain them in operational condition for the validity period of the certification (12 months x 3 = 36 months + 6 months' maintenance thereafter) which must include the maintenance of the electrical distribution on the sites. This is to enable the Provincial Government to execute testing of motor vehicle roadworthiness at the sites.

C5.2 REQUIREMENTS

Each vehicle testing station is equipped with double trenches. The dimension of the deck is 21.90 length for heavy trenches and 15.60 length for light motor vehicle trenches for Temba VTS and Mabopane decks are approx. 21.90 for both. There is a vehicle testing station office constructed of brick.

The successful tenderer must calibrate 4 brakes weigh scales located at 2 different sites in Gauteng. Upon successful calibration/verification of each site a verification certificate must be issued for the site according to SANS10216 and a pdf copy must be supplied to the employer. The tenderer must be able to maintain the scales at the sites for the validity period of the certification and on an ad-hoc basis when requested to do so by the Department. Such requests must be in writing. Tariffs supplied in Table B and C will apply for these expenses as allowed for in the Bill of Quantities, Table A, Item 10. The process of calibration verification of all 4 brakes scales must be repeated annually during the 36 months' validity period of the contract.

C3.2.1 Performance

C3.2.1.1 Initial condition assessment

On appointment it is required from the contractor to inspect each site and to assure himself that the brakes weigh scales are ready for verification (brakes scales functional, indicators are available, electricity supply is adequate and up to the standards required by local authority or other supplier, etc.), he is to report on this to the engineer and if so required, have to provide a detail report (with costs indicated) on any deficiency that needs to be rectified to enable him to verify the calibration of the brakes. Upon acceptance of this report the engineer will approve the proposed work and such work will need to be started within 7 calendar days and complete within 21 calendar days from acceptance, for all sites.

C2.3.1.2 Scheduled verification of static scales

The successful tenderer must compile a verification program for period of the contract as agreed upon with the employer's representative.

This verification program must be followed and **penalties** will be applicable upon deviation thereof.

It is compulsory to verify (& calibrate if required) all two-vehicle testing stations at least annually during the contract period. A calibration verification certificate must be issued for each scale after verification. (The original certificate must remain at the site and a certified pdf duplicate must be provided to the engineer within one week after calibration).

C2.3.1.4 Unscheduled maintenance

- e. It is required from the contractor to be available 24h per day for the logging of breakdowns.
- f. Brakes scales: It is required from the contractor to inspect the requested maintenance within one work day after receiving the complaint and to **complete repairs** to maintenance call-outs within 4 work days after the day of notification for the duration of the validity of the calibration verification certificates (until six months after the last verification of the contract).
- g. Electrical supply & distribution faults: It is required from the contractor to **complete electrical repairs** on site within one work day after the day of notification for the duration of the validity of the calibration verification certificates until six months after the last verification of the contract.
- h. Failure to complete within the stipulated time described above will invoke penalties.

Maintenance of the brakes scales includes the electrical distribution on site.

C2.3.1.5 Instructions to perform ad-hoc work

A written confirmation issued by the engineer for ad-hoc maintenance on the brakes scales or electrical distribution during the 6 months following the calibration verification of each site is required before any work can be done by the contractor at the relevant site.

1. Notification to perform maintenance work to the contractor will be done via telephone and confirmed via email by the engineer or his representative.
2. **Written approval (email) to do maintenance must be given by the employer or his representative before any required ad-hoc maintenance work can be executed.**
3. Maintenance work at a site should be completed within 4 work days after commencement.

C2.3.1.6 Penalties

Failure to comply with the timeframe allowed for the programmed verifications and ad-hoc maintenance will invoke a penalty of R500.00 per day per site, per incident, as applicable.

C5.3 GENERAL INFORMATION PERTAINING TO THE TENDER

C3.3.1 The engineer and his representative will be identified when the contract commences.

A representative from the Department of Road and Transport(GPDRT) will be identified on commencement of the contract as a liaison officer. This is to ensure that overload control operations do not interfere with maintenance work on weigh bridge sites.

The contractor must submit certificates and invoices to the engineer or his representative and it must include any written instructions received by the contractor from the department's representatives.

C3.3.2 Accommodation of Traffic at the sites:

When calibration verification or programmed maintenance work is to be carried out the contractor must give 1 days' notice to the engineer or the liaison officer at GDRT.

C3.3.3 Services:

No existing services are to be interfered with. Where, in the opinion of the engineer, services may be encountered in the workings, these shall be located, exposed and if necessary, be moved or protected.

C3.3.4 Power Supply and other Services:

The contractor shall make his own arrangements regarding the supply of electrical power and all other services when electricity supply to the site is down. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, this include scheduled and unscheduled electrical supply interruptions.

C3.3.5 Water supply during the contract period:

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction or other activities and all related costs will be deemed to be included in his tendered rates.

C3.3.6 Security

The contractor shall be responsible for the security of his personnel and plant on and around the site of the works and for the security of his camp, and no claims in this regard shall be considered by the employer.

C3.3.7 Programme of the Work

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work.

PART C6: SITE INFORMATION

Gauteng Provincial Weigh Bridges:

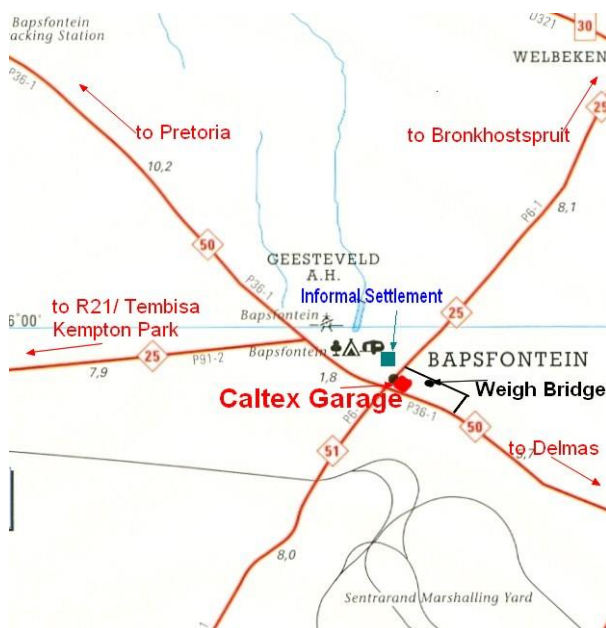
C6.1 Bapsfontein Weigh Bridge

Location: GPS: 26° 0'44.19"S 28°26'1.67"E

Bapsfontein Weigh Bridge is on the P6/1. It is approximately 300m from the intersection P6/1 and the D36/1. It is situated North–East behind the Caltex Garage at the junction of the R50/R51 & R25.

Drive from Caltex Garage on R25 towards Bronkhorstspuit 600m , turn right on the FIRST tar road, drive approximately 1.5km, Weigh bridge is on your right hand side.

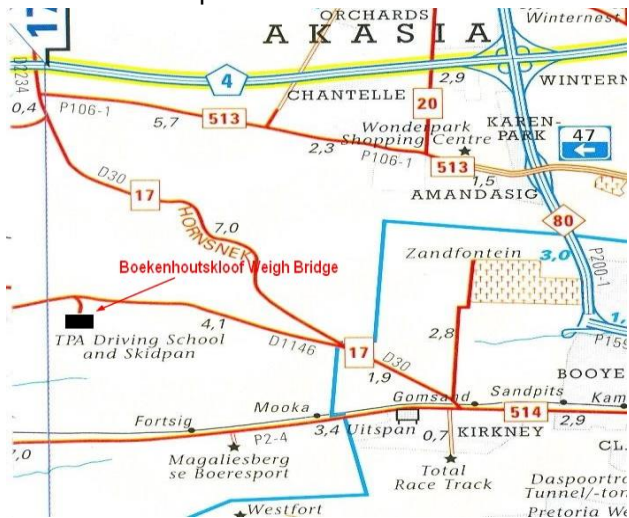
There is no telephone line installed.



C6.2 BOEKENHOUTSKLOOF WEIGH BRIDGE

Location: GPS 25°42'41.62"S 28° 4'40.36"E

The weigh bridge is located at the Boekenhoutskloof Traffic Training College in Pretoria. On the road D1146. There is no Telephone line installed



C6.3 Pinehaven Weigh Bridge

Location: GPS 26° 3'9.83"S 27°48'51.50"E

The weighbridge is located at Pinehaven on the P126/1. There is no telephone line installed.



C6.4 Meyerton Weigh Bridge

Location: GPS 26°33'56.97"S 27°59'42.85"E

The weighbridge is located in the Meyerton industrial area on P156-2 next to the R59 near to the Johan Le Roux off-ramp. There is no telephone line installed.



C6.5 MABOPANE VEHICLE TESTING STATION (VTS).

Located at the Mapobane Driver Learners Testing Centre.

C6.6 THEMBA VEHICLE TESTING STATION (VTS).

Locate at the Themba (Hamanskraal) Driver Learners Testing Centre.

C6.7 ESKIA MPHAHLELE VEHICLE TESTING STATION (VTS).

Located at the Eskia Mphahlele TOLAB, along Eskia Mphahlele drive.