



community safety, roads & transport

Department of  
Community Safety, Roads & Transport  
FREE STATE PROVINCE

**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF COMMUNITY SAFETY, ROADS AND  
TRANSPORT**

**CSR&T/BID18/2023/24**

URGENT PROCUREMENT FOR A SHORTER PERIOD TO APPOINT A SERVICE PROVIDER WITH  
CIDB GRADING LEVEL 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE  
RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL FOR THE  
DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF SIX (06)  
MONTHS.

**CLOSING DATE : 08-December-2023**

**TENDER DOCUMENT**

**VOLUME 1**

NOVEMBER 2023

**Issued by:**

Department of Community Safety, Roads & Transport  
P.O. Box 119  
Medfontein Building  
3rd Floor, Room 325  
St Andrews Street  
BLOEMFONTEIN

NAME OF TENDERER : \_\_\_\_\_

TELEPHONE NO : \_\_\_\_\_ FAX NO : \_\_\_\_\_

TENDER AMOUNT : \_\_\_\_\_

TIME OF COMPLETION : \_\_\_\_\_ (Weeks) MAAA.....

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT**

**CSR&T/BID18/2023/24**

**URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE  
(ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON  
SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**THE TENDER: PART T1**  
**PART 1 (OF 2): TENDERING PROCEDURES**

**CONTENTS**

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## T1.1: TENDER NOTICE AND INVITATION TO TENDER

CSR&T/ BID18/2023/24

### AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

The Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for **URGENT MAINTENANCE OF BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

#### Requirements:

Sealed Bids must clearly indicate **“AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.”**

#### MANDATORY REQUIREMENTS

- ✓ Attendance of briefing session is compulsory
- ✓ Provide a unique security Personal Identification number (**PIN**) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub- Contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number);
- ✓ Bidders must return all fully completed with a black ink pen / typed / stamped without any alterations and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must complete with a black ink non-erasable and attach all returnable documents.
- ✓ Bidders must attach the company shareholding (**CIPC**) certificate of ownership not older than 3 months and certified by SAPS,
- ✓ Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a **CSD** registration number (**MAAA.....**)
- ✓ CIDB registration on Level **6CE (ONLY)**.
- ✓ **In the case of a Joint Venture / Consortium (any form of partnership) the Bidder must attach the following:**
  - a. A joint venture agreement duly signed by both parties;
  - b. Certificate of Authority for Signature (Power of Attorney);
  - c. CSD print out and in the name of the Joint Venture; and
  - d. The CIDB grading calculated in the name of the JV must also be attached.

Contractor

Witness 1

Witness 2

Employer

Witness 1

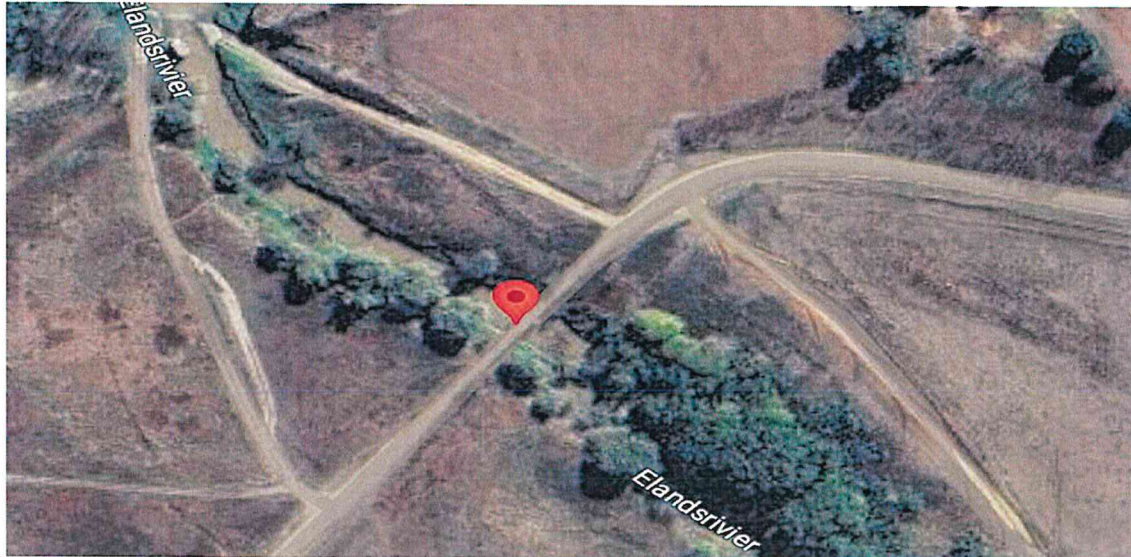
Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

The geographic co-ordinates of the Bridge are:

**28°13'48.9"S**

**28°51'02.7"E**



**Details of Briefing Session**

**Venue:** The geographic co-ordinates of the Bridge are:

**28°13'48.9"S**

**28°51'02.7"E**

**Time:** 11H00 AM

**Date:** 04 December 2023

**Details of Closing of Bid**

**Closing date:** 08<sup>th</sup> December 2023

**Time:** 11:00 am

**Venue:** 45 Charlottee Maxeke Street, Perm Building, Ground Floor, Bloemfontein

**Technical enquiries:** Mr. Z Oplet

**Please note: The following conditions forms part of special conditions of bid / conditions of acceptance.**

- ✓ Bidders must be registered on Central Suppliers Database (CSD)
- ✓ Bids must be valid for 30 days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

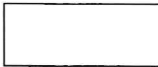



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**


- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Community Safety, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ The Department reserves the right to appoint more than one service provider.
- ✓ Bidders who falsify any information will be disqualified if any false information is discovered during the contract period. The Department reserves the right to terminate the contract immediately
- ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements.
- ✓ Department reserve the rights to disqualify or terminate the contractor should it find that the candidates or professionals used during tendering are not physically active in implementation process.


***The following information must be attached to the bid document:***


- ✓ Business profile.
- ✓ Certified copy of Companies and Intellectual Property Commission (CIPC) by SAPS not older than 3 months.
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.
- ✓ List of proposed team/s to work on the project and their responsibilities as outline on functionality under capacity.
- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering in such agreement and CSD print out in the name of the joint venture.
- ✓ If anticipated to enter into a Joint Venture, the Joint Venture grading calculator as per CIDB need to be submitted.
- ✓ NB: All returnable documents such as ID, Certificates of qualifications must be certified by SAPS.
- ✓ **No late/faxed/e-mailed/posted submissions will be accepted or considered.**


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in CIDB Board Notice 423 of 2019 as published in Government Gazette No 42622 of 08 August 2019 and as amended and supplemented by the Tender Data in this Section T1.2. The complete extract originally-published page numbers "16" to "28" is bound into Section T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2017 published in Government Gazette No 40553 dated 20 January 2017.

The Standard Conditions of Tender makes several references to the tender data. 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	Addition or Variation to Standard Conditions of Tender
C 1.1	The employer is The Department of Community Safety, Roads and Transport: Free State
C 1.2	<p>The tender documents issued by the employer comprise two volumes, which consist of the following:</p> <p><b>VOLUME 1</b></p> <p><b>Part T1</b>                      <b>Tendering procedures</b>  Section T1.1              Tender Notice and Invitation to Tender  Section T1.2              Tender Data  Section T1.3              Standard Conditions of Tender</p> <p><b>Part T2</b>                      <b>Returnable documents</b>  Section T2.1              Returnable Documents  Section T2.2              Returnable Schedules and forms</p> <p><b>Part C1</b>                      <b>Agreements and contract data</b>  Section C1.1              Forms of Offer and Acceptance  Section C1.2              Contract Data  Section C1.3              Form of Guarantee: Institution  Section C1.4              Occupational Health and Safety Agreement</p> <p><b>Part C2</b>                      <b>Pricing Data</b>  Section C2.1              Pricing Instructions  Section C2.2              Bill of Quantities</p> <p><b>VOLUME 2</b></p> <p><b>Part C3</b>                      <b>Scope of work</b>  Section C3.1              Description of the Works  Section C3.2              Engineering  Section C3.3              Procurement  Section C3.4              Construction  Section C3.5              Management  Section C3.6              Health and Safety Requirements and Procedures  Section C3.7              HIV/AIDS awareness</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender
	<b>Part C4</b> <b>Site Information</b> Section C4.1                  Drawings <b>Part C5</b> <b>Annexures</b> Section C5.1                  Health & Safety Specification Section C5.2                  Environmental Management Plan (EMP) Section C5.3                  EPWP Reporting Section C5.4                  HIV/AIDS Specification for Civil Contracts
C.1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
C.1.4	<p>The Employer's agent is (also referred to as the Engineer):</p> <p>Mr. ZJ. Oplet  Chief Directorate Roads  Department of Community Safety, Roads and Transport  Medfontein Building  St. Andrews Street  BLOEMFONTEIN, 9301</p> <p>Tel No: 051-409 8290/ 079-356 5692  E-mail : <a href="mailto:opleto@freetrans.gov.za/zweleoplet@gmail.com">opleto@freetrans.gov.za/zweleoplet@gmail.com</a></p>
C 2.1	<p>Only those tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a <b>6 CE CIDB rating (Only)</b>.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(a) Every member of the joint venture is registered with the CIDB;</li> <li>(b) The lead partner has a contractor grading designation of <b>6CE</b>; and</li> <li>(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.</li> </ul> <p>Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender
C 2.2	<p>Add the following to the clause:</p> <p>A non-refundable fee (cash or bank guaranteed in favor of the Department) of <b>R 1282.00</b> is payable in cash on collection of the tender documents.</p> <p>Accept that the employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
C 2.7	<p>Compulsory briefing session will be held.</p> <p>Refer to Tender Notice and Invitation to tender in Section T1.1 of the document.</p> <p>Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>
C 2.8	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's agent, as indicated below, at least ten working days before the closing date and time stated in clause 2.15.1.</p> <p>Tel No: 051-409 8290/ 079-356 5692</p> <p>E-mail : <a href="mailto:opleto@freetrans.gov.za">opleto@freetrans.gov.za</a></p> <p>Contact person: Mr. Z.J Oplet</p>
C 2.10.5	<p>Add the following new clause:</p> <p>A digital copy of the bill of quantities can be requested from the Employer's agent, as indicated in clause 2.8.</p>
C 2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
C 2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
C 2.12.2	<p>Should the tenderer wish to offer alternative designs and/or construction materials, he shall include with this tender with full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Employer's agent to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender
C 2.13.1	Add the following to the clause:  No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
C 2.13.2	Add the following to the clause:  In line 1 after the word "all returnable documents", add, "and return all volumes of the tender document".  In line 2 after the word "non-erasable", insert, "black ink".  All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
C 2.13.3	No additional copies of the tender offer are required.
C 2.13.4	Add the following to the clause:  Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
C 2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  Tender box location : <b>DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT: FREE STATE</b>  Physical address : <b>45 Charlotte Maxeke Street, Bloemfontein Perm Building</b>  Identification details: <b>TENDER: CSR&amp;T/BID18/2023/24</b>  <b>AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.</b> The name and address of the tenderer shall be entered on the back of the envelope.
C 2.13.6	A two-envelope procedure will <u>not</u> be followed.
C 2.13.10	Add the following new clause:  Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
C 2.14	Add the following to the clause:  The tenderer is required to enter information in the following sections of the document:  VOLUME 1 : CHECKLIST  Section T2.2 : Returnable Schedules  Section C1.1 : Forms of Offer and Acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Tenderer is required to submit the documents requested in the <b>Returnable Documents</b> listed in clause 2.23 and in the minimum requirements listed in the Tender Advert under Section T1.1.</p> <p>The Schedule of Deviations (Section C1.1) (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Employer's agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely and with satisfactory quality.</p>
C 2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p><b>Date : 08 December 2023</b></p> <p><b>Time : 11:00</b></p> <p><b>Location : Perm Building 45 Charlotte Maxeke Street, Bloemfontein</b></p>
C 2.16.1	The tender offer validity period is 30 days.
C 2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
C 2.16.3	<p>Add the following to the clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender
	Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
C 2.17.1	<p>Add the following to the clause:</p> <p>Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors or re-balancing of imbalanced rates, by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C 2.17.2	<p>Add the following to the clause:</p> <p>Accept that the Employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> <li>a) withdraws his tender;</li> <li>b) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>c) fails to comply with a request made in terms of C.2.17 or C.2.18.1,</li> </ul> <p>in which case such tenderer shall be automatically barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
C 2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
C.2.20	<p>Add the following to the clause:</p> <p>Accept that the employer, or the employer's agent, reserves the right to approach the tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the tenderer or of the individual member of such venture.</p>
C.2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender																												
C.2.23	<p>The following certificates / information are to be provided with the tender offer:</p> <table border="1"> <tr> <td>T2.1 : 1</td><td>Business Profile</td></tr> <tr> <td>T2.1 : 2</td><td>Authority of Signatory</td></tr> <tr> <td>T2.1 : 3</td><td>Valid Tax Clearance Certificate (<i>Pin Confirmation Letter</i>)</td></tr> <tr> <td>T2.1 : 4</td><td>Certified copy of VAT Registration Certificate (<i>If VAT Registration number is not indicated on Tax Clearance Certificate</i>)</td></tr> <tr> <td>T2.1 : 5</td><td>Proof of Registration with Central Supplier Database (<i>CSD Registration Summary Report</i>)</td></tr> <tr> <td>T2.1 : 6</td><td>Certified copy of Identity Document (<i>if tenderer is a One-man concern</i>)</td></tr> <tr> <td>T2.1 : 7</td><td>Joint venture agreement (<i>if the tenderer is a joint venture</i>)</td></tr> <tr> <td>T2.1 : 8</td><td>Contractor Registration Certificate issued by the CIDB</td></tr> <tr> <td>T2.1 : 9</td><td>Copy of Municipal Services account of the directors of the company AND that of the company (<i>not older than 3 months</i>), or lease agreement in respect of rentals or Tribal Authority letter as proof of residence (<i>where the business operates</i>).</td></tr> <tr> <td>T2.1 : 10</td><td>Certificate of Tenderer's Certified B-BBEE Status Level (<i>In the event of a JV, a consolidated B-BBBEE Certificate is required</i>)</td></tr> <tr> <td>T2.1 : 11</td><td>Certified copies of CV's of all supervisory and safety personnel</td></tr> <tr> <td>T2.1 : 12</td><td>Completion Certificates for contracts of works of a similar nature, successfully completed</td></tr> <tr> <td>T2.1 : 13</td><td>Construction Schedule (<i>First Programme</i>)</td></tr> <tr> <td>T2.1 : 14</td><td>Latest Annual Financial Statements signed by an accredited accountant or accounting firm</td></tr> </table>	T2.1 : 1	Business Profile	T2.1 : 2	Authority of Signatory	T2.1 : 3	Valid Tax Clearance Certificate ( <i>Pin Confirmation Letter</i> )	T2.1 : 4	Certified copy of VAT Registration Certificate ( <i>If VAT Registration number is not indicated on Tax Clearance Certificate</i> )	T2.1 : 5	Proof of Registration with Central Supplier Database ( <i>CSD Registration Summary Report</i> )	T2.1 : 6	Certified copy of Identity Document ( <i>if tenderer is a One-man concern</i> )	T2.1 : 7	Joint venture agreement ( <i>if the tenderer is a joint venture</i> )	T2.1 : 8	Contractor Registration Certificate issued by the CIDB	T2.1 : 9	Copy of Municipal Services account of the directors of the company AND that of the company ( <i>not older than 3 months</i> ), or lease agreement in respect of rentals or Tribal Authority letter as proof of residence ( <i>where the business operates</i> ).	T2.1 : 10	Certificate of Tenderer's Certified B-BBEE Status Level ( <i>In the event of a JV, a consolidated B-BBBEE Certificate is required</i> )	T2.1 : 11	Certified copies of CV's of all supervisory and safety personnel	T2.1 : 12	Completion Certificates for contracts of works of a similar nature, successfully completed	T2.1 : 13	Construction Schedule ( <i>First Programme</i> )	T2.1 : 14	Latest Annual Financial Statements signed by an accredited accountant or accounting firm
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C.3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender data and notify all Tenderers who drew procurement documents.</p>																												
C.3.4	<p>The time and location for opening of the tender offers is:</p> <p><b>Date : 08 December 2023</b>  <b>Time : 11h00</b>  <b>Location : Perm Building</b>  <b>45 Charlotte Maxeke Street, Bloemfontein</b></p>																												
C.3.5	A two-envelope procedure will not be followed.																												

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Clause	Addition or Variation to Standard Conditions of Tender			
C.3.8.3	Add the following Sub-clause to Clause 3.8:  The <b>functionality</b> will be scored according to the following criteria:			
Criterion	Description of criteria	Scoring	Points	Total Points Allocation
<b>Experience</b>	Bidders must submit Copies of Appointment and completion letter to be attached as proof from 01 January 2016..  Appointment & Completion letters will only be considered valid if they meet the following criteria:  ✓ If on an official client letterhead, ✓ If it refers to provision of bridge related activities. ✓ If contains contact details, signed, and dated by authorized personnel. ✓ If the appointment letters & Completion Certificate are of the same project.	5 Projects of similar type and magnitude	15	<b>15</b>
		3-4 Projects of similar type and magnitude	10	
		1-2 Projects of similar type and magnitude	5	
		0 Projects of similar type	0	
<b>Capacity</b>	<b>Contracts Manager</b> Years of experience and qualification in Civil Engineering B. Tech or Degree. <b>(ECSA Registered)</b>  <b>NB: Attach employment contract of the member or service level agreement with the member in the event of the project acceptance (signed by both parties). Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!</b>  <b>NB:</b> Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: 01/07/2016 to 31/07/2021 (5 Years)	10 or more years in roads & bridges construction and maintenance experience & qualification on similar works Qualification in Civil Engineering B. Tech or Degree- CV; Certified of Certificate must be attached.	10	<b>10</b>
		5 -9 years in roads & bridges construction and maintenance experience & qualification on similar works.	7	
		Less than 5 years' experience No correct qualifications or	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

		not certified by SAPS Contract of employment not attached		
	<b>Site Agent:</b> Years of experience and qualification in Civil Engineering Diploma, CV's and certified copies of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.  <b>NB:</b> <i>Attach employment contract of the member or service level agreement with the member in the event of the project acceptance (signed by both parties. Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!</i>	5 or more years in roads & bridges construction and maintenance experience & qualification on similar works - <b>Certified copies of Certificate to be attached.</b>	10	10
	<b>Site Agent</b>	2-4 years' in roads & bridges construction and maintenance experience & qualification on similar works - <b>Certified copies of Certificate to be attached.</b>	5	
		Less than 5 years' experience No correct qualifications or not certified by SAPS Contract of employment not attached	0	
<b>Locality:</b> Locally based office within Free State	Municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a Current Bill of Account not owing more than Ninety (90) days	Office based in Thabo Mofutsanyana	5	5
		Free State based offices (Municipal rates and Taxes to be attached).	3	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

		Outside Free State Province based offices (Municipal rate and taxes to be attached)	1	
Maximum possible score				40
<b>NB: A tender that fails to obtain the minimum qualifying score of 24 points for functionality as indicated in the <i>GRID</i> above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluated in terms of price and the preference point system.</b>				

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**PREFERENTIAL CLAIM POINTS IN TERMS OF PREFERENTIAL PROCUREMENT REGULATION SYSTEMS: POINTS AWARDED FOR SPECIFIC GOALS**

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	0	Certified ID and CIPC ownership copies by SAPS within 3 months.	
Enterprise with ownership of 100% women.	10	Certified ID and CIPC ownership copies by SAPS within 3 months.	
Enterprise with ownership of 51% or more by person/s who are youth.	6	Certified ID and CIPC ownership copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	3	Certified ID, CIPC ownership and medical certificate copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by persons who are military veterans	1	Military veteran profile (including force number, three referees and detachment and commander.	
<b>Total</b>	<b>20</b>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

3.1.1	<p>Replace the contents of the sub-clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the <b>unit rate shall govern</b> and the line item total shall be corrected.</p> <p>(b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the <b>corrected total of the prices shall govern</b>.</p> <p>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the <b>corrected amount shall govern</b>.”</p>
3.1.2	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both), which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.1.3	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>the tenderer is registered with the Construction Industry Development Board with an appropriate contractor grading designation;</li> <li>the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not abused the Employer's supply chain management system; and</li> <li>the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;</li> </ul>
3.1.4	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer.</p>
3.1.5	<p>The successful tenderer shall receive one copy of the signed contract.</p>

**END OF SECTION**

<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Contractor	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Witness 1	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Witness 2	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Employer	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Witness 1	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> Witness 2
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### T1.3: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in CIDB Board Notice 423 of 2019 as published in Government Gazette No 42622 of 08 August 2019 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex C" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

#### ANNEXURE C

#### STANDARD CONDITIONS OF TENDER

##### C.1 GENERAL

##### C.1.1 ACTIONS

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

1. A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.1.2 TENDER DOCUMENTS**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**C.1.3 INTERPRETATION**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) Conflict of interest means any situation in which:
  - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) An individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) Comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 COMMUNICATION AND EMPLOYER'S AGENT**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 PROCUREMENT PROCEDURES**

**C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**C.2 TENDERER'S OBLIGATIONS**

**C.2.1 ELIGIBILITY**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 COST OF TENDERING**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 CHECK DOCUMENTS**

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

**C.2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.2.5 REFERENCE DOCUMENTS**

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

**C.2.6 ACKNOWLEDGE ADDENDA**

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

**C.2.7 CLARIFICATION MEETING**

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

**C.2.8 SEEK CLARIFICATION**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 INSURANCE**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 PRICING THE TENDER OFFER**

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 ALTERATIONS TO DOCUMENTS**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.2.12 ALTERNATIVE TENDER OFFERS**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 SUBMITTING A TENDER OFFER**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

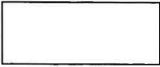


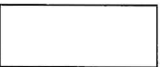


C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS**

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

**C.2.15 CLOSING TIME**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 TENDER OFFER VALIDITY**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**Note:**

Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**C.2.18 PROVIDE OTHER MATERIAL**

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

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 INSPECTIONS, TESTS AND ANALYSIS**

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

**C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 CHECK FINAL DRAFT**

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

**C.2.22 RETURN OF OTHER TENDER DOCUMENTS**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 CERTIFICATES**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.3 THE EMPLOYER'S UNDERTAKINGS**

**C.3.1 RESPOND TO REQUESTS FROM THE TENDERER**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 ISSUE ADDENDA**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 RETURN LATE TENDER OFFERS**

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

**C.3.4 OPENING OF TENDER SUBMISSIONS**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.3.5 TWO-ENVELOPE SYSTEM**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 NON-DISCLOSURE**

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

**C.3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION**

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

**C.3.8 TEST FOR RESPONSIVENESS**

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

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
  - i) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) The summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 CLARIFICATION OF A TENDER OFFER**

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

**C.3.11 EVALUATION OF TENDER OFFERS**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 GENERAL**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

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

**C.3.12 INSURANCE PROVIDED BY THE EMPLOYER**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 ACCEPTANCE OF TENDER OFFER**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) Has the legal capacity to enter into the contract;
- d) Is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) Complies with the legal requirements, if any, stated in the tender data; and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 PREPARE CONTRACT DOCUMENTS**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents and
- c) Other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**C.3.15 COMPLETE ADJUDICATOR'S CONTRACT**

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

**C.3.16 REGISTRATION OF THE AWARD**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 PROVIDE COPIES OF THE CONTRACTS**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**END OF SECTION**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF COMMUNITY SAFETY,  
ROADS AND TRANSPORT**

**CSR&T/BID18/2023/24**

**THE EMERGENCY APPOINTMENT OF A CONTRACTOR  
WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON  
SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**THE TENDER: PART T2**  
**PART 2 (OF 2): RETURNABLE DOCUMENTS**

**CONTENTS**

<b>T2.1</b>	<b>RETURNABLE DOCUMENTS</b>
<b>T2.2</b>	<b>RETURNABLE SCHEDULES AND FORMS</b>

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.1: RETURNABLE DOCUMENTS**

The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return **all information requested**.

1 <b>RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES</b> Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1 : 1	Business Profile	Please tick if submitted
T2.1 : 2	Authority of Signatory	Please tick if submitted
T2.1 : 3	Valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011) (Pin Confirmation Letter)	Please tick if submitted
T2.1 : 4	Certified copy of VAT Registration Certificate (If VAT Registration number is not indicated on Tax Clearance Certificate)	Please tick if submitted
T2.1 : 5	Proof of Registration with Central Supplier Database (CSD Registration Summary Report)	Please tick if submitted
T2.1 : 6	Certified copy of Identity Document (if tenderer is a One-man concern)	Please tick if submitted
T2.1 : 7	Joint venture agreement (if the tenderer is a joint venture)	Please tick if submitted
T2.1 : 8	Contractor Registration Certificate issued by the CIDB	Please tick if submitted
T2.1 : 9	Copy of Municipal Services account of the directors of the company AND that of the company (not older than 3 months), or lease agreement in respect of rentals or Tribal Authority letter as proof of residence (where the business operates).	Please tick if submitted
T2.1 : 10	Certified copies of CV's of all supervisory and safety personnel	Please tick if submitted
T2.1 : 11	Completion Certificates for contracts of works of a similar nature, successfully completed	Please tick if submitted
T2.1 : 12	Construction Schedule (First Programme)	Please tick if submitted
T2.1 : 13	Latest Annual Financial Statements signed by an accredited accountant or accounting firm.	Please tick if submitted

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1: 1: BUSSINESS PROFILE

BUSSINESS  
PROFILE

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1: 2: AUTHORITY OF SIGNATORY

AUTHORITY OF  
SIGNATORY

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 3: VALID TAX CLEARANCE CERTIFICATE  
(PIN CONFIRMATION LETTER)**

# VALID TAX CLEARANCE CERTIFICATE

(Pin Confirmation Letter)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 4: CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE**

CERTIFIED COPY OF  
VAT REGISTRATION  
CERTIFICATE

(If VAT Registration number is not indicated on Tax Clearance Certificate)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 5: PROOF OF REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD REGISTRATION SUMMARY REPORT)**

CSD REGISTRATION  
SUMMARY REPORT

Failure to submit CSD Registration Documentation will lead to disqualification

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1: 6: CERTIFIED COPY OF IDENTITY DOCUMENT

CERTIFIED COPY  
OF IDENTITY  
DOCUMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1: 7: JOINT VENTURE AGREEMENT

JOINT VENTURE  
AGREEMENT

If tenderer is a Joint Venture

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 8: CONTRACTOR REGISTRATION CERTIFICATE ISSUED  
BY THE CIDB**

**CONTRACTOR  
REGISTRATION  
CERTIFICATE ISSUED  
BY THE CIDB**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 9: COPY OF MUNICIPAL SERVICES ACCOUNT OF THE DIRECTORS OF THE COMPANY AND THAT OF THE COMPANY (NOT OLDER THAN 3 MONTHS), OR LEASE AGREEMENT IN RESPECT OF RENTALS OR TRIBAL AUTHORITY LETTER AS PROOF OF RESIDENCE (WHERE THE BUSINESS OPERATES).**

ATTACH  
CERTIFICATE OR  
AGREEMENT

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 10: CERTIFIED COPIES OF CURRICULA VITAE (CV'S) OF ALL SUPERVISORY AND SAFETY PERSONNEL**

CV'S OF ALL  
SUPERVISORY  
AND SAFETY  
PERSONNEL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

**T2.1: 11: COMPLETION CERTIFICATES FOR CONTRACTS OF WORKS OF A SIMILAR NATURE, SUCCESSFULLY COMPLETED**

# COMPLETION CERTIFICATES

(Contracts completed of similar nature)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

**T2.1: 12: CONSTRUCTION SCHEDULE (FIRST PROGRAMME)**

# CONSTRUCTION SCHEDULE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1: 13: THREE SETS OF AUDITED ANNUAL FINANCIAL STATEMENTS

ANNUAL  
FINANCIAL  
STATEMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: RETURNABLE SCHEDULES AND FORMS**

<b>T2.2 LIST OF RETURNABLE SCHEDULES AND FORMS</b>		
T2.2: 1	Alterations by Tenderer	Please tick if completed/ attached
T2.2: 2	Tenderer's Banking Details	Please tick if completed/ attached
T2.2: 3	Works Previously Executed	Please tick if completed/ attached
T2.2: 4	Present Commitments	Please tick if completed/ attached
T2.2: 5	Supervisory and Safety Personnel	Please tick if completed/ attached
T2.2: 6	Labour Utilisation	Please tick if completed/ attached
T2.2: 7	Compliance with OHSA (Act 85 of 1993) and COVID-19 regulations	Please tick if completed/ attached
T2.2: 8	Plant and Equipment	Please tick if completed/ attached
T2.2: 9	Sub-contractors	Please tick if completed/ attached
T2.2: 10	Authority of Signatory	Please tick if completed/ attached
T2.2: 11	Prospective Tenderer's Registration Form/Change of Registration Form	Please tick if completed/ attached
T2.2: 12	Joint Venture Agreement	Please tick if completed/ attached
T2.2: 13	Preferential Procurement (SBD1)	Please tick if completed/ attached
T2.2: 14	Preferential Procurement (SBD3.1)	Please tick if completed/ attached
T2.2: 15	Preferential Procurement (SBD3.1)	Please tick if completed/ attached

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59-AT ABERFELDY NEAR KESTELL.**

T2.2: 16	Affidavit	Please tick if completed/ attached
T2.2: 17	Declaration of Interest ( <b>SBD 4</b> )	Please tick if completed/ attached
T2.2: 18	Record of Addenda to Tender Documents	Please tick if completed/ attached

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2: 1 ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

Signature of Tenderer : \_\_\_\_\_ Date : \_\_\_\_\_

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

## T2.2: 2 TENDERER'S BANKING 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. Failure to provide the required letter with the tender submission may render the tenderers offer unresponsive.
2. The tenderers 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.

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....  
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

### T2.2: 3 WORKS PREVIOUSLY EXECUTED

The following is a statement of similar works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer. **Copies of Completion Certificates with traceable references to be attached as proof under T2.1: 16.**

\* State firm, contact person and telephone number

Signature of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

**T2.2: 4 PRESENT COMMITMENTS**

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

\* State firm, contact person and telephone number

Signature of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

### T2.2: 5 SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. **Tenderers are required to provide copies of curriculum vitae of all supervisory and safety personnel as proof under T2.1: 15.**

Signature of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 6 LABOUR UTILISATION**

**LABOUR CATEGORIES - DEFINITIONS**

**NOTE:**

These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

**1. GENERAL FOREMAN / FOREMAN**

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

**2. CHARGE HAND**

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

**3. ARTISAN**

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

**4. TEAM LEADER**

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**5. SKILLED EMPLOYEE**

An employee engaged in an ancillary trade or an assistant artisan.

**6. SEMI-SKILLED EMPLOYEE**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. UNSKILLED EMPLOYEE**

An employee engaged on any task or operation not specified above.

**8. IMPORTED EMPLOYEE**

Personnel permanently employed by Contractor.

**9. LOCAL EMPLOYEE**

Temporary workforce employed through Labour Desk.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**MAN DAYS**

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 7 COMPLIANCE WITH OHSA (ACT 85 OF 1993) AND COVID-19 REGULATIONS**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (Coid)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and COVID-19 Regulations? YES / NO
  
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  
\_\_\_\_\_
  
3. Does the Contractor keep records of safety aspects of each construction site? YES / NO  
If yes, what records are kept?  
\_\_\_\_\_
  
4. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO  
\_\_\_\_\_
  
5. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO  
If yes, please explain his duties and provide a copy of his CV.  
\_\_\_\_\_
  
6. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO  
\_\_\_\_\_
  
7. Does the Contractor have a safety induction training programme in place? YES / NO  
(If yes, provide a copy).  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 8 PLANT AND EQUIPMENT**

**1. Major Plant and Equipment available for this Contract :**

Quantity	Size, Description, Capacity, etc.

**2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:**

Quantity	Size, Description, Capacity, etc.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

T2.2: 9 SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 10 AUTHORITY OF SIGNATORY**

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :  
(Mark applicable block)

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- a naturally certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 11 PROSPECTIVE TENDERER'S REGISTRATION FORM /  
CHANGE OF REGISTRATION FORM**

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No.7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the mean time, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

**\* Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):

..... ( )\*

- Official physical address of business, e-mail, telephone and fax numbers:

- Address: .....

..... ( )\*

- E-mail: ..... ( )\*

- Telephone: ..... ( )\*

- Fax: ..... ( )\*

- Electricity account no. if a local business: ..... ( )\*

- Type of business (Company, cc, etc): ..... ( )\*

- Main business activity (Stationary Dealer, Building Contractor, etc):

..... ( )\*

- Estimated annual turnover (to remain confidential): R..... ( )\*

- Full name of controlling shareholder if not a one-man business (to remain confidential):

..... ( )\*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 12 JOINT VENTURE AGREEMENT**

Tender forms pertaining to Preferential Procurement

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture : .....

.....

.....

Consisting of the following businesses (Joining Entities):

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %

The above-mentioned Joint Venture will execute the Contract under the management of (Full Name) .....

who is an employee of (Name of Joining Entity) .....

and in accordance with any further agreements as attached to this document, titled .....

and dated .....(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by

(Name of Joining Entity) .....

who will be responsible for the fulfillment of the retention obligations (where required) as set out in the Contract Document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

Signed by the duly authorised representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

WITNESSES	1.	.....	.....
	2.	.....	.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 13 SBD 1**

**SBD1, PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSR&T/BID18/2023/24	CLOSING DATE:	08 DEC 2023	CLOSING TIME:	11:00
DESCRIPTION	AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
45 PERM BUILDING					
CHARLOTTE MAXEKE STREET					
BLOEMFONTEIN					
9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. TE Sekwena / Me. W Makutoane		CONTACT PERSON	Mr. Z Oplet	
TELEPHONE NUMBER			TELEPHONE NUMBER		
CELL NUMBER	082 059 9721 / 066 476 2569		CELL NUMBER	079 356 5692	
E-MAIL ADDRESS	SekwenaT@freetrans.gov.za MakutoaneW@freetrans.gov.za		E-MAIL ADDRESS	zweleoplet@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

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

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

**SIGNATURE OF BIDDER:** .....

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

**DATE:** .....

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICE (PURCHASES)**

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

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

Name of bidder.....	Bid number: CSR&T/BID18/2023/24
Closing Time 11:00	Closing date: 08 December 2023

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

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

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

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

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

\*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.****FORM T2. 15 SBD6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

(a) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

- ☐ (Pty) Limited  
☐ Non-Profit Company  
☐ State Owned Company  
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 16 AFFIDAVIT**

**Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:**

1.) I, the undersigned....., hereby  
(Full name and surname)

Certify that I am a ..... of the tenderer.  
(Member, Director, Partner, Owner)

2.) I furthermore certify that I personally hold ..... % (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ..... on this ..... day of ..... 20.....

.....  
Signature

I certify that the deponent has acknowledged that he; she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at .....

On this ..... day of ..... 20.....

.....  
COMMISSIONER OF OATHS

**STAMP:**

I, THE UNDERSIGNED ....., ACTING

IN MY CAPACITY AS THE ..... OF THE

COMPANY/CORPORATION/BUSINESS VENTURE:

.....

Hereby gives the Department and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at ..... on this ..... day of ..... 20.....

.....  
Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.****T2.2: 17 DECLARATION OF INTEREST (SBD 4)****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>2</sup> 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.

.....  
 Contractor

.....  
 Witness 1

.....  
 Witness 2

.....  
 Employer

.....  
 Witness 1

.....  
 Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT CSR&T/ BID18/2023/24

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**T2.2: 19 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.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT SPECIAL MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF COMMUNITY SAFETY,  
ROADS AND TRANSPORT**

**CSR&T/BID18/2023/24**

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH  
CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE  
OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59  
AT ABERFELDY NEAR KESTELL.**

**THE CONTRACT: PART  
C1**

**PART 1 (OF 4): AGREEMENT AND CONTRACT  
DATA**

**CONTENTS**

<b>C1.1</b>	<b>Form of Offer and Acceptance</b>
<b>C1.2</b>	<b>Contract Data (Part 1)</b>
<b>C1.3</b>	<b>Form of Guarantee (Pro Forma)</b>
<b>C1.4</b>	<b>Occupational Health and Safety Mandatory Agreement</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.1: FORM OF OFFER AND ACCEPTANCE

### 1. OFFER

**FREE STATE PROVINCIAL GOVERNMENT: DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT**

CSR&T/BID18/2023/24

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

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

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE (ONLY) TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX CARRIED FORWARD FROM THE SUMMARY PAGE OF THE BILL OF QUANTITIES FOR THE ABOVEMENTIONED CLUSTER IS:**

.....

..... (in words); R..... (in figures)

**TIME OF COMPLETION:** \_\_\_\_\_ (Weeks)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

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

**Signatures**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**for the Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name & signature**

**of**

**witness**

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

**Date**

.....

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



**2. ACCEPTANCE**

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

The terms of the contract, are contained in

**VOLUME 1 TENDER DOCUMENT**

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within 14 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**for the Employer**  
\_\_\_\_\_  
(Name and address of organisation)

**Name & signature of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

**3. SCHEDULE OF DEVIATIONS****Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome off such agreement shall be recorded here.

**1. Subject**

Details

**2. Subject**

Details

**3. Subject**

Details

**4. Subject**

Details

**5. Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AN URGENT APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:****Signatures**

---

**Name(s)**

---

**Capacity**

---

**for the Tenderer**

---

(Name and address of organisation)

**Name & signature  
of witness**

---

**Date** 

---

**FOR THE EMPLOYER:****Signatures**

---

**Name(s)**

---

**Capacity**

---

**for the Employer**

---

(Name and address of organisation)

**Name & signature  
of witness**

---

**Date** 

---

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering (SAICE), are applicable to this Contract and obtainable from [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

### PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

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

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

#### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	The Commencement Date shall be the date of which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
1.1.1.13	The Defect Liability Period is <b>12 calendar months</b> , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and front Page.
1.1.1.15	<p>The Employer is <b>DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT</b>.</p> <p>The Employer's domicilium citandi et executandi (permanent physical address) is:</p> <p>Perm Building</p> <p>45 Charlotte Maxeke Street</p> <p>Bloemfontein</p> <p>9301</p> <p>The Employer's contact persons are:</p> <ul style="list-style-type: none"> <li>• Procurement Related Enquiries: Mr. Z.J Oplet <a href="mailto:opleto@freetrans.gov.za">opleto@freetrans.gov.za</a> 051-409 8290/ 079-356 5692</li> <li>• Technical Related Enquiries Mr. Z.J Oplet</li> </ul>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Clause	Contract Data
	<a href="mailto:opleto@freetrans.gov.za">opleto@freetrans.gov.za</a> / zweleoplet@gmail.com 051-409 8290/ 079-356 5692
1.1.1.16	<p>The Employer's Agent means any person named as Employers Agent in the Contract Data, or any other person appointed from time to time by the Employer, and of whom the Contractor is notified, in writing, to act as Employer Agent for the purposes of the Contract as substitute for the Employers Agent so named.</p> <p>Mr. ZJ. Oplet  Chief Directorate Roads  Department of Community Safety, Roads and Transport  Medfontein Building  St. Andrews Street  BLOEMFONTEIN, 9301</p> <p>Tel No: 051-409 8290/ 079-356 5692</p> <p>E-mail : <a href="mailto:opleto@freetrans.gov.za">opleto@freetrans.gov.za</a></p>
1.1.1.17	<p>Add the following to the clause:</p> <p>Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.</p>
1.1.1.26	The Pricing Strategy is a <b>Re-measurement Contract</b> .
1.2.1.2	<p><b>The Employer's address for receipt of communications and notices are:</b></p> <p>DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT.</p> <p>Perm Building  45 Charlotte Maxeke Street  Bloemfontein  9301</p>
1.3.2	The governing law is the law of the Republic of South Africa.
1.3.3	The language of the Contract and for written communications is English.
1.3.5	<p>Add the following to the clause:</p> <p>The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Proper Consulting Engineers (Pty) Ltd.</p>
3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>1. <b>New Clause 3.2.3.1:</b> "For expenditure on the Contract to exceed the Contract Price".</p>

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Clause	Contract Data
	<p><b>2. Existing Clauses:</b></p> <p>3.3.1 Nomination of person as Employer's Agent's Representative.</p> <p>5.7.2 Work at night as well as by day.</p> <p>5.8 Non-working times.</p> <p>5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions).</p> <p>5.13 Reduction of penalty for delay.</p> <p>5.14.2 The issue of a Certificate of Practical Completion.</p> <p>5.14.4 The issue of a Certificate of Completion.</p> <p>5.16.1 The issue of a Final Approval Certificate.</p> <p>6.3 Variations.</p> <p>6.6 Instruction to expend on Provisional and Prime Cost Sums.</p> <p>6.11 Adjustment of General Items &amp; Approval of Claims.</p> <p>8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.</p>
3.2.4	<p>The DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT shall appoint an H&amp;S Official as Client Agents on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project-generated H&amp;S plan and submit such to the Health and Safety Officials for legal compliance assessment &amp; verification / approval prior to any works commencing. The duly appointed H&amp;S Officials will be responsible for further monitoring and the auditing of the approved H&amp;S plan for legal compliance.</p>
4.3.1	<p><b><u>Add the following</u></b> to the clause:</p> <p>"With effect from 30 June 2014, the conditions of employment applicable on conventional construction works shall be as set out in the Bargaining Council for Civil Engineering Collective Agreement promulgated in Government Gazettes Numbers 37748 and 37749 dated 20 June 2014. These conditions shall supersede those set out in Section C3.7.4: Employment Conditions, in the event of any conflict</p> <p>Compliance with the National Environmental Management Act (<b>NEMA</b>), Act 107 of 1998.</p> <p>The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>

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Clause	Contract Data
	Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall be in possession of an approved Health and Safety Plan before commencement of the Works or any part thereof."
4.3.3	<p><b>Add the following</b> new clause:</p> <p>"Contractors Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>
4.4.4	<p><b>Replace with the following</b></p> <p>The Employer will nominate a Sub-Contractor for the contract and it is envisaged that they will be utilized for the installation of the following works:</p> <ul style="list-style-type: none"> <li>a) Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours (refer to pay item C1.2.3 in the Bill of Quantities)</li> <li>b) Accommodation of Traffic (refer to pay item C1.5 in the Bill of Quantities)</li> <li>c) Clearing and Grubbing (refer to pay item C1.6 in the Bill of Quantities)</li> <li>d) Loading and hauling (refer to pay item C1.7 in the Bill of Quantities)</li> <li>e) Concrete edge beams (refer to pay item C11.1.6 in the Bill of Quantities)</li> <li>f) Road restraint systems (refer to pay item C11.4 in the Bill of Quantities)</li> <li>g) Road signs (refer to pay item C11.6 in the Bill of Quantities)</li> <li>h) Finishing of road and road reserve (refer to pay item C11.9 in the Bill of Quantities)</li> </ul> <p>Refer to BC1.3.3 for all the requirements and obligations of the nominated Sub-Contractor.</p>
4.5	<p><b>Add the following</b> new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> <p>The Contractor shall provide proof to the Employer's Agent of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer, adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the</p>

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Clause	Contract Data
	Contractor in the ordinary course of his business.
4.11.3	<p><b>Add the following</b> to Clause 4.11</p> <p>"Notwithstanding the wording of this Clause, on request of the Contractor, the Employer may at his sole discretion provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.3.1	<p>The following documentation is required before the Commencement with the Works:</p> <ul style="list-style-type: none"> <li>i) Health and Safety Plan (Clause 4.3)</li> <li>j) Initial programme (Clause 5.6)</li> <li>k) Security (Clause 6.2)</li> <li>l) Insurance (Clause 8.6)</li> <li>m) Letter of Good Standing</li> <li>n) Traffic Accommodation Plan</li> <li>o) Quality Assurance Plan</li> </ul>
5.3.2	<p>The Contractor is required, <b>within 14 days of the Commencement Date</b>, to submit the documents listed below to the Employer's Agent for his approval.</p> <p><b>Health and Safety Plan</b></p> <p>A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014).</p> <p><b>Initial Programme</b></p> <p>An Initial Programme of work in terms of Clause 5.6.</p> <p><b>Security</b></p> <p>A guarantee from an Insurance Company to be jointly and severally bound with the for an amount equal to <b>ten per cent (10%)</b> of the Contract Price. The of the Guarantee shall be identical to the pro forma currently in use by the on civil engineering contracts.</p> <p><b>Insurance</b></p> <p>Submit copies of receipts of registration, or payment for the premiums for the following as required by the new Clause 8.6 in this Contract Data.</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</li> </ul>

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Clause	Contract Data
	<p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p> <p><b>Traffic Accommodation Plan</b></p> <p>The contractor shall submit proposed Traffic Accommodation Plan in connection with directional signs to the Employer's Agent and all relevant parties for approval by all relevant parties prior to construction. The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).</p> <p><b>Quality Assurance Plan</b></p> <p>The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.</p> <p>The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the Quality Assurance Plan.</p>
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section C4: Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".

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ADDITIONAL SECONDARY ROAD 655 AT ABERFELDY NEAR KESTELL

Clause	Contract Data																																										
	<p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.</p>																																										
5.8.1.5	<p><b><u>Add the following additional Clause to Clause 5.8</u></b></p> <p>"The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account".</p>																																										
5.12.2.2	<p><b><u>Add to Clause 5.12.2.2:</u></b></p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <table><tr><th>MONTH</th><th>Nn (days)</th><th>Rn (mm)</th></tr><tr><td>January</td><td>4.5</td><td>83</td></tr><tr><td>February</td><td>5.5</td><td>111</td></tr><tr><td>March</td><td>4.5</td><td>72</td></tr><tr><td>April</td><td>3.1</td><td>56</td></tr><tr><td>May</td><td>1.1</td><td>17</td></tr><tr><td>June</td><td>0.9</td><td>21</td></tr><tr><td>July</td><td>0.5</td><td>8</td></tr><tr><td>August</td><td>0.7</td><td>15</td></tr><tr><td>September</td><td>1.2</td><td>24</td></tr><tr><td>October</td><td>2.6</td><td>43</td></tr><tr><td>November</td><td>3.6</td><td>58</td></tr><tr><td>December</td><td>3.8</td><td>60</td></tr><tr><td><b>TOTAL</b></td><td><b>32.0</b></td><td><b>559</b></td></tr></table> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>	MONTH	Nn (days)	Rn (mm)	January	4.5	83	February	5.5	111	March	4.5	72	April	3.1	56	May	1.1	17	June	0.9	21	July	0.5	8	August	0.7	15	September	1.2	24	October	2.6	43	November	3.6	58	December	3.8	60	<b>TOTAL</b>	<b>32.0</b>	<b>559</b>
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5.12.2.4	<p><b><u>Amend the clause to read as follows:</u></b></p> <p>"Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.</p>																																										
5.12.3	<p><b><u>Amend the clause to read as follows:</u></b></p>																																										

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Clause	Contract Data
	"If an extension of time is granted, the Contractor shall be paid additional time-related General items in respect of plant, labour and supervision, including for special nonworking days, if applicable.
5.12.5	<p><b><u>Add the following new sub-clause to Clause 5.12</u></b></p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	<p>The penalties for failing to complete the Works shall be as follows:</p> <p>The penalty for delay is R1000 per day.</p>
5.16.3	The latent defect period is 10 years.
5.14.5.5	<p><b><u>Delete Clause 5.14.5.5 and replace with:</u></b></p> <p>"Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data."</p>
6.2.1	<p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor for each work assignment shall be:</p> <ul style="list-style-type: none"> <li>a performance guarantee of <b>ten per cent (10%)</b> of the Contract Sum, plus</li> <li>retention money of <b>ten per cent (10%)</b>, amounting to <b>ten per cent (10%)</b> of the Contract Price.</li> </ul> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data."</p>
6.2.2	<p><b><u>Replace the entire contents of Clause 6.2.2 with the following:</u></b></p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p>
6.2.3	<p><b><u>Replace the entire contents of Clause 6.2.3 with the following:</u></b></p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p>

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Clause	Contract Data
6.8.2	The application of a contract price adjustment will <b>NOT</b> apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials <b>is NOT allowed</b> .
6.10.1.5	The percentage advance on materials net yet built into the Permanent Works is 80%.
6.10.3	<p><b><u>Replace the entire contents of Clause 6.10.3 with the following:</u></b></p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage Performance Guarantee is <b>10%</b>. The limit of retention money is <b>10%</b> of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p><b><u>Amend the following clause:</u></b></p> <p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".</p>
6.10.4	<p><b><u>Add the following sub-clause 6.10.4.1:</u></b></p> <p>"The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Annexure C5.3, together with the monthly payment certificate. If the contractors chooses to delay submitting payment certificate, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. Payment to the Contractor will not be processed until the EPWP reporting or any other reports as agreed to for the specific month is provided. In addition, a penalty for late submission of R1 500.00 per day will be applicable for every day after the 5<sup>th</sup> working day of the subsequent month to the reporting month.</p> <p>The completed EPWP reporting template should be accompanied by the following supporting documents:</p> <ul style="list-style-type: none"> <li>• Contract of employment (Individual and/or Entity)</li> <li>• Certified South African ID copy (certification date not older than 3 months)</li> <li>• Payment and attendance register.</li> <li>• Schedule of payment for SMMEs</li> </ul> <p>The Engineer shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.</p> <p>If the information submitted by the contractor is inadequate the engineer shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted."</p>
6.10.6.2	<p><b><u>Replace Clause 6.10.6.2 with the following new Clause:</u></b></p> <p>6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.</p>

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Clause	Contract Data
6.11.1.3	In line 3 of the second paragraph delete "15" and replace it with "25%".
8.6	<b><u>Delete Clause 8.6. and replace with the following:</u></b>
8.6.1	Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever, and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site
	<ul style="list-style-type: none"> <li>Contract Works Insurance (including SASRIA Insurance) and</li> <li>Public Liability (Third Party) Insurance</li> </ul> <p>both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.</p>
	<p>The Policy will be subject to the normal terms, exceptions and conditions applicable to such insurance and will provide the following cover:</p> <p><b><u>Section 1 — The Contract Works</u></b></p> <p>(a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.</p> <p>"Temporary Works" shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <ul style="list-style-type: none"> <li>(i) do not comprise mobile plant,</li> <li>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</li> <li>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price.</li> </ul> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><b><u>Section 2 — Contract Liability</u></b></p> <p>Indemnity against the insured parties' legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p><b>THE SUMS INSURED/LIMIT OF LIABILITY</b></p> <p><b>SECTION 1 - CONTRACT WORKS</b></p>

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Clause	Contract Data												
	<p>(a) Property insured under Section 1 (a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100 m) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1 (b) Surrounding Property R2,500,000 each and every loss</p> <p><b>SECTION 2 - CONTRACT LIABILITY</b></p> <p>Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p><b>EXCLUDED CONTRACTS</b></p> <p>The following Contracts are specifically excluded from the "blanket" cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <p>1. Any Contract with a Contract Price at award of over R100,000,000</p> <p>2. Any Contract with a construction period at award exceeding 24 months</p> <p>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</p> <p>4. Any Contract involving</p> <p>2.1 Underground Mine or Colliery Working</p> <p>2.2 Tunnelling</p> <p>2.3 Foul Berthing</p> <p>2.4 Stevedoring Work</p> <p>2.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water.</p>												
8.6.2	<p><b>THE DEDUCTIBLES</b></p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) <b><u>STANDARD BUILDING CONTRACTS</u></b></p> <table><tr><th></th><th>Description</th><th>Excess</th></tr><tr><td>A1</td><td>Contract Value up to R10M</td><td>R 10,000</td></tr><tr><td>A2</td><td>Contract Value above R10M up to R25M</td><td>R15,000</td></tr><tr><td>A3</td><td>Contract Value above R25M</td><td>R25,000</td></tr></table>		Description	Excess	A1	Contract Value up to R10M	R 10,000	A2	Contract Value above R10M up to R25M	R15,000	A3	Contract Value above R25M	R25,000
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Witness 2



Clause	Contract Data																
	<div>(B) <b><u>CIVIL &amp; ALL OTHER CONTRACTS</u></b></div> <table><tr><td></td><td>Description</td><td>Excess</td></tr><tr><td>B1</td><td>Contract Value up to R1M</td><td>0.25% of claim minimum R10 000</td></tr><tr><td>B2</td><td>Contract Value above R1M up to R5M</td><td>0.25% of claim, minimum R20,000</td></tr><tr><td>B3</td><td>Contract Value above R5M</td><td>0.25% of claim, minimum R50,000</td></tr></table> <div>(C) <b><u>LIABILITY RISKS</u></b></div> <p>Liability limit: R20,000,000</p> <table><tr><td>Description</td><td>Excess</td></tr><tr><td>All Contracts</td><td><b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b>  R20 000 in respect of all other losses.</td></tr></table> <div>(D) <b><u>SASRIA</u></b></div> <p>Rate: 0.0072%</p>		Description	Excess	B1	Contract Value up to R1M	0.25% of claim minimum R10 000	B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000	B3	Contract Value above R5M	0.25% of claim, minimum R50,000	Description	Excess	All Contracts	<b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b>  R20 000 in respect of all other losses.
	Description	Excess															
B1	Contract Value up to R1M	0.25% of claim minimum R10 000															
B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000															
B3	Contract Value above R5M	0.25% of claim, minimum R50,000															
Description	Excess																
All Contracts	<b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b>  R20 000 in respect of all other losses.																
8.6.3	<p>The Employer will pay all premiums in connection with the insurance effected by the Employer</p> <p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall</p> <div><div>(a)</div><div>in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</div></div> <div><div>(b)</div><div>complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay — a copy shall be sent to the Employer's Agent;</div></div> <div><div>(c)</div><div>Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</div></div> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p>																
8.6.4	<p>Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement the loss or damage, but this provision shall not in any way affect the Contractors obligations, liabilities and responsibilities in terms of the Contract.</p>																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.
8.6.6	<p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident</li> <li>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things</li> <li>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million</li> <li>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance</li> <li>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</li> </ul> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p>
8.6.7	The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.8	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.9	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may affect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.10	<p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <ul style="list-style-type: none"> <li>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</li> <li>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</li> </ul>
8.6.11	The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
9.1.4	<p><b><u>Replace Clause 9.1.4 with the following:</u></b></p> <p>"Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ul style="list-style-type: none"> <li>(h) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</li> <li>(i) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</li> </ul> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date."</p>
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
11	<p><b><u>Add the following additional clause:</u></b></p> <p><b>"11 Details to be confidential</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

## C1.2B: CONTRACT DATA (PART 2)

### Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is: <hr/> <hr/>
1.2.1.2	The Contractor's address for receipt of communications and notices is :  Telephone : _____ Facsimile : _____  E-mail : _____  Address: _____ <hr/>
5.12.1	The time for completing the works is .....weeks.
6.8.3	Price Adjustment for variations in the cost of special materials is not provided for.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C1.3: FORM OF GUARANTEE (PRO FORMA)

WHEREAS FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF COMMUNITY SAFETY,  
ROADS AND TRANSPORT (hereinafter referred to as "the Employer")

entered into a Contract with

.....  
(hereinafter called "the Contractor")

on the ..... day of ..... 20..... for THE EMERGENCY APPOINTMENT OF A  
CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT MAINTENANCE OF WILGE  
RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with  
security by way of a guarantee for the due and faithful fulfillment of such Contract by the contractor;

AND WHEREAS WE, .....  
(name of Insurance Company/Bank) have at the request of the contractor, agreed to give such guarantee;

NOW THEREFOR WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and  
Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the  
due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject  
to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act  
in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree  
to any modifications, variations, alterations, directors or extensions of the Due Completion Date of  
the Works under the said Contract, and that its rights under this guarantee shall in no way be  
prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may  
take under such Contract, or of any modification, variation, alterations of the Due Completion Date  
which the Employer may make, give, concede or agree to under the said contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and  
to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion  
in terms of the Contract, unless we are advised in writing by the Employer before the issue of the  
said Certificate of his intention to institute claims, and the particulars thereof, in which event this  
guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of .....  
..... (R .....)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guarantee  
Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising hereof as  
.....

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

.....  
Employer

.....  
Witness 1

.....  
Witness 2

THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.

BID No: PR&T/BID

Tender procedure

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20.....

As witnesses:

1. .... Signature.....

..... Duly authorised to sign on behalf of

.....

Address.....

.....

.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.4: OCCUPATIONAL HEALTH AND SAFETY MANDATORY  
AGREEMENT**

**SECTION 37(2) MANDATORY AGREEMENT:**

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act  
85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

.....

(Hereinafter referred to as "the Employer")

AND

.....

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of

R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

## 2. Warranty of compliance

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

## 3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973.
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977.

## 4. Mandatory as an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

## 5. Appointments and training

5.1 The Mandatory shall appoint competent persons as per the OHS Act 85 / 1993, Construction Regulations 8.1 and Construction Regulations 8.7 — referring the Construction Regulations 2014.as well as other workplace legislative appointments as per workplace activities in accordance with the OHS Act 85 / 1993

5.2 Any such appointed person shall be trained on any occupational health and safety matter and the .OHS Act provisions pertinent to the work that is to be performed under his responsibility.

5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises..

5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. Supervision, discipline and reporting**

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding noncompliance by such employee with any health and safety matters.. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

## **7. Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. Cooperation**

8.1 Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.

8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

## **9. Work procedures**

9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment..

9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 10. Health and safety meetings

10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.

10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

## 11. Compensation registration

11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.

11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

## 12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

## 13. Incident reporting and investigation

13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.

13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

## 14. Statutory Obligations of the Mandatory & Contractor

14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.

14.3 Without derogating from the generality of this paragraph:

14.4 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

14.5 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and I or injuries.

14.6 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention

14.7 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

14.8 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.

- Horseplay, scuffling, fighting, running or throwing of objects.
- The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
- Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
- The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
- The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
- The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

## 15. Security and access

15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises..

15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

## 16. Fire precautions and facilities

16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

## 17. Hygiene and cleanliness

17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**18. No nuisance**

18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

**19. Intoxication not allowed**

19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

**20. Personal protective equipment**

20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

**21. Plant, machinery and equipment**

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

**22. No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 23. Transport / Vehicles

23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

23.2 All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so.

23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times. In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

### 24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Life line etc.

### 25. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

### 26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises..

### 27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE EMERGENCY APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 6CE TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.  
BID No: PR&T/BID

Thus done and signed at

On,

For, and on behalf of the Employer

For, and on behalf of the Mandatory

Witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF COMMUNITY SAFETY, ROADS  
AND TRANSPORT**

**CSR&T/BID18/2023/24**

**AN URGENT APPOINTMENT OF A CONTRACTOR WITH  
CIDB GRADING 6CE (ONLY) TO PERFORM URGENT  
MAINTENANCE OF WILGE RIVER BRIDGE 15 ON  
SECONDARY ROAD S59 AT ABERFELDY NEAR KESTELL.**

**THE CONTRACT: PART  
C2  
PART 2 (OF 4): PRICING DATA**

**CONTENTS**

<b>C2.1</b>	<b>Pricing Instructions</b>
<b>C2.2</b>	<b>Bill of Quantities</b>

## C2.1: PRICING INSTRUCTIONS

C2.1.1	<b>PREAMBLE TO THE BILL OF QUANTITIES</b>
C2.1.1.1	The method of measurement published by the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (October 2020), subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.
C2.1.1.2	Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
C2.1.1.3	The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.
C2.1.1.4	Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Bill of Quantities has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
C2.1.1.5	The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
C2.1.1.6	The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
C2.1.1.7	A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
C2.1.1.8	Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
C2.1.1.9	All prices or rates inserted in the Bill of Quantities shall be <b>EXCLUDING VAT</b> . Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT. 10% Contingencies need to be added to the offer, non-compliance may lead to disqualification. It may however also be corrected.
C2.1.1.10	Arithmetical errors of responsive Tenders will be corrected in the following manner: <ul style="list-style-type: none"> <li>If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender procedure	<p>and the quantity, the <b>unit rate shall govern</b> and the line item total shall be corrected.</p> <ul style="list-style-type: none"><li>Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the <b>corrected total of the prices shall govern</b>.</li><li>Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the <b>corrected amount shall govern</b>.</li></ul>																																																																		
C2.1.1.11	Should a Tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.																																																																		
C2.1.1.12	<p>The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:</p> <table><tr><td>mm</td><td>=</td><td>millimeter</td></tr><tr><td>h</td><td>=</td><td>hour</td></tr><tr><td>m</td><td>=</td><td>metre</td></tr><tr><td>kg</td><td>=</td><td>kilogram</td></tr><tr><td>km</td><td>=</td><td>kilometer</td></tr><tr><td>t</td><td>=</td><td>ton (1 000 kg)</td></tr><tr><td>m<sup>2</sup></td><td>=</td><td>square metre</td></tr><tr><td>No.</td><td>=</td><td>number</td></tr><tr><td>m<sup>2</sup> pass</td><td>=</td><td>square metre-pass</td></tr><tr><td>sum</td><td>=</td><td>lump sum</td></tr><tr><td>ha</td><td>=</td><td>hectare</td></tr><tr><td>MN</td><td>=</td><td>MegaNewton</td></tr><tr><td>m<sup>3</sup></td><td>=</td><td>cubic metre</td></tr><tr><td>MN.m</td><td>=</td><td>MegaNewton metre</td></tr><tr><td>m<sup>3</sup>.km</td><td>=</td><td>cubic metre-kilometre</td></tr><tr><td>PC sum</td><td>=</td><td>Prime Cost sum</td></tr><tr><td>l</td><td>=</td><td>litre</td></tr><tr><td>Prov sum</td><td>=</td><td>Provisional sum</td></tr><tr><td>kl</td><td>=</td><td>kilolite</td></tr><tr><td>%</td><td>=</td><td>per cenet</td></tr><tr><td>MPa</td><td>=</td><td>MegaPascal</td></tr><tr><td>Kw</td><td>=</td><td>kilowatt</td></tr></table>	mm	=	millimeter	h	=	hour	m	=	metre	kg	=	kilogram	km	=	kilometer	t	=	ton (1 000 kg)	m <sup>2</sup>	=	square metre	No.	=	number	m <sup>2</sup> pass	=	square metre-pass	sum	=	lump sum	ha	=	hectare	MN	=	MegaNewton	m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton metre	m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum	l	=	litre	Prov sum	=	Provisional sum	kl	=	kilolite	%	=	per cenet	MPa	=	MegaPascal	Kw	=	kilowatt
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Kw	=	kilowatt																																																																	
C2.1.1.13	The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.																																																																		
C2.1.1.14	A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.																																																																		
C2.1.1.15	All the works to be implemented using labour intensive methods has a suffix "L" next to each section.																																																																		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender procedure

**CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

## C2.2: BILL OF QUANTITIES

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	4,0		
C1.2.1.2	Dedicated environmental officer (if specified in the Contract Documentation)	month	4,0		
BC1.2.1.3	Services for Clients environmental officer	prov sum	1,0	30 000,00	30 000,00
BC1.2.1.4	Handling cost, profit and all other charges in respect of item C1.2.1.3	%	30 000,0	0,10	3 000,00
C1.2.2	Programming and Reporting:				
C1.2.2.1	Submission of a Programme	lump sum	1,0		
C1.2.2.2	Reviewing and updating the Programme	month	4,0		
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	4,0		
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours:				
C1.2.3.5	Base patching using crushed stone material stabilised with bitumen emulsion and cement	m³	0,0		
C1.2.3.6	Base and / or surface patching using cold premixed asphalt	kg	0,0		
C1.2.3.7	Base and / or surface patching using hot plant mixed asphalt	t	0,0		
C1.2.3.8	Replacement of missing guardrails including posts	m	0,0		
C1.2.3.8.1	Attach guardrail to post	No	0,00		
C1.2.3.9	Grading of temporary gravel deviations and existing roads used as detours	km	5,0		
C1.2.3.10	Watering of temporary gravel deviations and existing roads used as detours	kℓ	1 000,0		
C1.2.3.11	Other road maintenance work ordered by the Engineer	prov sum	1,0	50 000,00	50 000,00
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%	50 000,0	0,10	5 000,00
C1.2.4	Stakeholder liaison	month	4,0		
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	lump sum	1,0		
C1.2.5.2	Implementation of health and safety plan	month	4,0		
C1.2.6	Training, coaching, guidance, mentoring and assistance	month	4,0		
C1.2.6.1	Student stipend	prime cost (PC) sum	Prime		
Total Carried Forward					

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					0,00
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	20		
	(b) Semi-skilled labourer	h	20		
	(c) Skilled labourer	h	20		
	(d) Gang leader	h	20		
	(e) Foreman	h			
	(f) Skilled Artisan	h			
C1.2.8.2	Construction equipment:				
	(a) Motor grader - 140G	h	48		
	(b) Vibratory roller - Bomag 60	h	48		
	(c) Pneumatic roller	h			
	(d) Front end loader	h			
	(e) Tractor loader backhoe	h	48		
	(f) Excavator - 25 Ton	h			
	(g) Compressor	h			
	(h) Tipper truck 10 m³	h	48		
C1.2.8.3	Vehicles:				
	(a) Light delivery vehicle	km	500		
	(b) Flatbed truck	km	200		
C1.2.8.4	Materials:				
	(a) Procurement of materials	prov sum	1	100000	100000
	(b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%	100 000,0	0,10	10 000,00
BC1.2.10	Engineering Fees				
	a) Provisional cost for Design Development, Documentation and Contract Admin	PC Sum	1,0	1 300 000,00	1300 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitems BC1.2.10(a):	%	1 300 000,0	0,10	130 000,00
Total Carried Forward To Summary					

**Rehabilitation of Bridge No. B15 on S59****Bill of Quantities**

Item	Description	Unit	Quantity		
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	lump sum	1,0		
C1.3.1.2	Value-related obligations	lump sum	1,0		
C1.3.1.3	Time-related obligations	month	1,0		
C1.3.2	Contract sign boards	m²	prov		
BC1.3.3	Sub-Contractor's general obligations				
	(a) Fixed obligations (For the Duration of the Contract)	Prov sum	1,0	500 000,00	500 000,00
	(b) Time-related obligations (For the Duration of the Contract)	Prov sum	1,0	50 000,00	50 000,00
	(c) Contractor's handling costs, profit and all other charges in respect of subitems BC1.3.3 (a) and (b):	%	550 000,0	0,10	55 000,00
<b>*NB</b>	The combined total tendered for subitems C1.3.1 shall not exceed 15% of the Tender Sum (excluding CPAF, contingencies and VAT).				
Total Carried Forward To Summary					

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C1.4 FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m²	30,0		
C1.4.1.6	Car ports	No	1,0		
C1.4.1.7	Ablution unit (equipped as specified)	No	1,0		
C1.4.1.9	Kitchen unit (equipped as specified)	No	1,0		
C1.4.1.13	Rented housing paid for by the Contractor	prov sum	1,0	40 000,00	40 000,00
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%	40 000,0	0,10	4 000,00
C1.4.3	Items measured by number:				
C1.4.3.1	Office swivel chair	No	2,0		
C1.4.3.2	Office chair	No	2,0		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	1,0		
C1.4.3.8	Conference table	No	1,0		
C1.4.3.9	Bookcase	No	1,0		
C1.4.3.10	Filing cabinet	No	1,0		
C1.4.3.11	General purpose steel cabinet with shelves	No	1,0		
C1.4.3.13	220 / 250 volt power outlet plug point	No	2,0		
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No	2,0		
C1.4.3.16	Single 1 500 mm, 22 watt LED tube ceiling light	No	2,0		
C1.4.3.19	Wash-hand basin	No	1,0		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	1,0		
C1.4.3.24	Air-conditioning unit	No	1,0		
C1.4.3.25	Heater	No	0,0		
C1.4.3.27	Waste paper basket	No	1,0		
C1.4.3.28	UPS / Voltage stabiliser	No	1,0		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	1,0		
C1.4.3.30	A4 colour printer, copier, scanner	No			
C1.4.3.31	Rain gauge	No	1,0		
Total Carried Forward					

**Rehabilitation of Bridge No. B15 on S59****Bill of Quantities****C1.4 FACILITIES FOR THE ENGINEER**

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					0,00
C1.4.3.32	Minimum / maximum atmospheric temperature gauge	No	1,0		
C1.4.3.33	Digital thermometer	No	1,0		
C1.4.3.35	3,0 m aluminium straight edge complete with two measuring	No	1,0		
C1.4.3.36	Measuring wheel	No	1,0		
C1.4.3.37	First aid kit	No	1,0		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	PC sum	1,0	5 000,00	5 000,00
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%	5 000,0	0,10	500,00
C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	PC sum	1,0	5 000,00	5 000,00
C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%	5 000,0	0,10	500,00
C1.4.4.7	The provision of paper and ink for a combination colour printer / copier / scanner	PC sum	1,0	5 000,00	5 000,00
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%	5 000,0	0,10	500,00
C1.4.4.9	The provision of a complete 220 / 250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1,0	12 000,00	12 000,00
C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%	12 000,0	0,10	1 200,00
C1.4.5	Services at site offices, laboratories and site accommodation:				
C1.4.5.1	Fixed costs	lump sum	1,0		
C1.4.5.2	Running costs	month	4,0		
C1.4.7	Site inspection transport:				
C1.4.7.1	Provision of a bus, mini-bus or combi van for site inspection purposes (specify type and size of vehicle)	per day			
C1.4.7.2	Travel on site	km	200,0		
Total Carried Forward To Summary					29 700,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C1.5 ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.1	Accommodation of pedestrian and non-motorised traffic:				
C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	4,0		
C1.5.2	Accommodation of vehicular traffic	month	4,0		
C1.5.3	Liaison with traffic authorities	month	4,0		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (size indicated)	No	0		
	(b) Double sided, reversible left or right (size indicated)	No	0		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	0		
C1.5.7.3	Flagmen	man-shift	1		
C1.5.7.4	Traffic controllers	man-shift	1		
C1.5.7.8	Traffic control stations	month	0,0		
C1.5.7.9	Cleaning of traffic control facilities	month	4,0		
C1.5.8	Traffic safety officer	man-month	4,0		
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No	10,0		
C1.5.11.2	Provision of hard hats for visitors	No	10,0		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	prov sum	0,0		
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	0,0		
Total Carried Forward To Summary					0,00



**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C1.6 CLEARING AND GRUBBING

Item	Description	Unit	Quantity	Rate	Amount R
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	0,5		
C1.6.1.2	Clearing with hand labour only when labour enhanced work is specified	ha	0,1		
C1.6.2	Grubbing:				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	0,5		
C1.6.2.2	Grubbing with hand labour when labour enhancement work is	ha	0,1		
C1.6.3	Removal and grubbing of large trees and tree stumps:				
C1.6.3.1	Girth equal to or exceeding 1,0 m up to and including 2,0 m	No	0,0		
C1.6.3.2	Girth exceeding 2,0 m up to and including 3,0 m	No	0,0		
C1.6.3.3	Clear Debris on waterway	m³	4		
C1.6.3.4					
Total Carried Forward					0,00

**Rehabilitation of Bridge No. B15 on S59**

**Bill of Quantities**

**C1.7 LOADING AND HAULING**

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.2	Hauling:				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
	(a) Soil, gravel, crushed stone and pavement layer material	m³-km	0,0		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(b) Soil and gravel material	m³-km			Rate Only
	(c) Boulders and hard material	m³-km			Rate Only
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

C2.1 GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES					
Item	Description	Unit	Quantity	Rate	Amount R
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES				
C2.1.1	Location, identification, protection and relocation of existing services:				
C2.1.1.1	Contractor's obligations	lump sum	0,0		
C2.1.1.2	Permanent services relocation or protection work by others	PC sum	0,0		
C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	%	0,0		
C2.1.1.4	Permanent services relocation or protection work by the Contractor	prov sum	0,0		
Total Carried Forward					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C4.3 EXISTING ROAD MATERIALS

Item	Description	Unit	Quantity	Rate	Amount R
C4.3	EXISTING ROAD MATERIALS				
C4.3.1	Additional material investigations:				
C4.3.1.1	Cost of sampling of asphalt and laboratory testing	prov sum	1,0	10 000,00	10 000,00
C4.3.1.2	Handling cost and profit in respect of item C4.3.1.1	%	10 000,0	10%	1 000,00
C4.3.18	Excavate non-compliant or excess pavement layer material to spoil in sites designated by the Contractor, material consisting of:				
C4.3.18.2	Crushed stone, macadam, gravel and sand material	m³	0		
C4.3.18.3	Rock fill	m³	0,0		
C4.3.18.4	Soil Cement	m³	0,0		
Total Carried Forward To Summary					11 000,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C4.4 COMMERCIAL MATERIALS

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.1	Commercial materials identified by the Employer from commercial, private or other non-commercial suppliers (specify the source(s)):				
C4.4.1.1	Pavement layer material:				
	(a) Type G5 material	m³			
	(b) Type G6 material	m³			
	(p) Natural or crushed gravel material for an unsealed shoulder layer	m³			
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	(a) Type G5 material	m³			
	(b) Type G6 material	m³			
	(p) Natural or crushed gravel material for an unsealed shoulder layer	m³			
C4.4.4	Cementitious stabilising agents:				
C4.4.4.1	Cement	t			
C4.4.4.2	Road lime	t			
C4.4.7	Sampling and material testing by a commercial laboratory for				
C4.4.7.1	Cost of sampling and material testing	prov sum			
C4.4.7.2	Handling cost and profit in respect of item C4.4.7.1	%			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C5.4 STABILISATION

Item	Description	Unit	Quantity	Rate	Amount R
C5.4	STABILISATION				
C5.4.1	Pre-treatment of gravel layers:				
C5.4.1.1	Pre-treatment of (insert layer thickness) gravel layer	m³			
C5.4.1.2	Pre-treatment of (insert layer thickness) gravel layer using labour enhanced methods of construction	m³			
C5.4.2	Chemical stabilisation:				
C5.4.2.1	Chemical stabilisation 250mm thick pavement layers (base layer to be stabilised)	m³			
C5.4.2.2	Chemical stabilisation 250mm thick pavement layers (base layer to be stabilised) using labour enhanced methods of construction	m³			
C5.4.5	Cementitious stabilisation agents for pavement layers:				
C5.4.5.1	Addition of cementitious stabilisation agents (Ordinary portland cement) for pavement layers:				
	(a) Cement (for base layer)	t			
C5.4.5.2	Addition of cementitious stabilisation agents (Ordinary portland cement) for pavement layers and spreading the agent using bags and labour enhancement methods:				
	(a) Cement (for base layer)	t			
C5.4.10	Provision and application of water for curing	kℓ			
C5.4.14	Trial section for a chemically stabilised layer	m³			
C5.4.16	Mechanical modification	m³			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C5.5 RECONSTRUCTION OF PAVEMENT LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
C5.5					
C5.5.1	Compiling and implementing M&U plans for the reconstruction of an existing road pavement	No			
C5.5.2	Reconstruction preparatory work:				
C5.5.2.1	Undivided carriageway:				
	(a) Uniform section across the bridge and either side of the bridge approaches	km			
C5.5.3	Construction equipment for sampling of in-situ material for mix design procedure	No	Prov Sum	1,00	50 000,00
C5.5.4	Sampling of in-situ material for mix design procedure	No			
C5.5.5	Construction of a trial section using a recycler	m³			
C5.5.8	Pre-pulverising material in the existing pavement:				
C5.5.8.1	Asphalt resurfacing course (20mm depth)	m³	16,0		
C5.5.8.4	Stabilised gravel layer (150mm depth)	m³	96,0		
C5.5.12	Removal of surplus material from site	m³			
C5.5.13	Cross mixing of material (250mm depth)	m³			
C5.5.16	In-situ reconstruction of a pavement layer using a recycler to construct a stabilised base layer:				
C5.5.16.1	Chemically stabilised base layer compacted to 97 % of MDD:				
	(d) Using pre-pulverised material (as per item C5.5.8)	m³			
C5.5.20	Material shortfall or make-up material:				
C5.5.20.3	For base layer (Minimum G5 quality)	m³			
C5.5.21	Finishing the stabilised layer:				
C5.5.21.2	Slush reconstructed section with:				
	(a) Water	m³			
Total Carried Forward To Summary					

Rehabilitation of Bridge No. B15 on S59

**Rehabilitation of Bridge No. B15 on S59**

Bill of Quantities

					C8.1 PRIME COAT
Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.2	MC -30 cut-back bitumen	ℓ			
C8.1.2	Aggregate for blinding:				
C8.1.2.2	Crusher sand	m³			
C8.1.3	Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	ℓ			
Total Carried Forward To Summary					0,00



**Rehabilitation of Bridge No. B15 on S59****Bill of Quantities****C9.1 ASPHALT LAYERS**

Item	Description	Unit	Quantity	Rate	Amount R
C9.1	ASPHALT LAYERS				
C9.1.1	Asphalt mix designs:				
C9.1.1.1	Stone skeletal mixes:				
	(a) Continuously graded base or surfacing	lump sum			
C9.1.2	Construction of trial sections:				
C9.1.2.1	Asphalt layers (state mix type, layer thickness and placing technique (hand / paver))	m²			
C9.1.2.2	Removal of trial section where so instructed by the Engineer	m²			
C9.1.3	Application of bond coat:				
C9.1.3.1	Stable – grade 30 % net bitumen emulsion as specified. Applied with a calibrated distributor	ℓ			
C9.1.4	Asphalt base:				
C9.1.4.1	New Construction:				
	(a) Stone skeletal mix – continuously graded as defined (100mm thick, Using 35/50 pen. Bitumen, place by paver, Level	m²			
C9.1.5	Asphalt surfacing:				
C9.1.5.1	New construction:				
	(a) Stone skeletal mix – continuously graded as defined (50mm thick, Using 80/100 pen. Bitumen, placed by paver, Level 2 Design)	m²			
C9.1.8	Surfacing of bridge decks:				
C9.1.8.1	Levelling course: Continuously graded (state mix type (stone or sand skeletal), binder type and nominal maximum particle size)	t			
C9.1.8.2	Surfacing (state layer thickness, mix type (stone or sand skeletal), binder type, nominal maximum particle size and placing technique (hand / paver))	t			
C9.1.13	Coring of asphalt layers:				
C9.1.13.1	100 mm diameter	No			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.1 PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION

Item	Description	Unit	Quantity	Rate	Amount R
C11.1	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION				
C11.1.2	Stone Pitching				
C11.1.2.1	Grouted stone pitching with mortar (150mm) thick, 1:3 cement; sand grout	m³	0		
C11.1.6	Concrete edge beams (Class 30/19 concrete, U2 surface finish)	m³	0,0		
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.4 ROAD RESTRAINT SYSTEMS

Item	Description	Unit	Quantity	Rate	Amount R
C11.4	ROAD RESTRAINT SYSTEMS				
C11.4.1	Erecting of guardrails :				
C11.4.1.1	Complete galvanized system compliant to SANS 1350:				
	(a) On timber posts	m	240,0		
	(b) On steel posts used at specific locations (drawing reference)	m			
	(d) Extra over C11.4.1.1(a) and C11.4.1.1(b) for excavating holes of posts using labour enhanced methods (soft and intermediate)	m			
	(e) Attach guardrail to post	No	4,0		
C11.4.1.2	Terminal sections for 3,81 guardrails comprising of:				
	(a) End wings to SANS 1350	No			
	(b) Bullnoses to SANS 1350	No			
	(c) Bridge adapters to SANS 1350	No			
C11.4.4	Extra over for horizontally curved guard rails:				
C11.4.4.1	Extra over C11.4.1 and C11.4.11 for horizontally curved guard rails factory bent to a radius of less than 45 m	m			
C11.4.5	Additional guardrail posts for 3,81 m systems:				
C11.4.5.1	Timber	No			
C11.4.5.2	Steel	No			
C11.4.5.3	Extra over C11.4.5.1 and C11.4.5.2 for excavating holes of posts using labour enhanced methods	No			
C11.4.6	Reflective plates:				
C11.4.6.1	Steel plates	No	30,0		
C11.4.7	Removing existing guardrails	m			
C11.4.15	Disposal of existing guardrails:				
C11.4.15.1	Straight or curved longitudinal guardrails	m	40,0		
C11.4.15.2	End treatments with single guardrails	m			
C11.4.15.3	End treatments with double guardrails	m			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59****Bill of Quantities****C11.6 ROAD SIGNS**

Item	Description	Unit	Quantity	Rate	Amount R
C11.6	ROAD SIGNS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.1	Aluminium sheet (2,0 mm thick):				
	(b) Area exceeding 0,5 m <sup>2</sup> but not 2,0 m <sup>2</sup>	m <sup>2</sup>			
	(c) Area exceeding 2,0 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>			
	(d) Area exceeding 10 m <sup>2</sup>	m <sup>2</sup>			
C11.6.1.4	Prepainted galvanized steel profiles (200 mm high panels):				
	(b) Area exceeding 0,5 m <sup>2</sup> but not 2,0 m <sup>2</sup>	m <sup>2</sup>			
	(c) Area exceeding 2,0 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>			
	(d) Area exceeding 10 m <sup>2</sup>	m <sup>2</sup>			
C11.6.2	Extra over on item C11.6.1 for using:				
C11.6.2.1	Background of retro-reflective material:				
	(a) Class I	m <sup>2</sup>			
	(b) Class III	m <sup>2</sup>			
C11.6.3	Road sign supports (overhead road sign structures excluded):				
C11.6.3.1	Steel tubing (75mm dia. 2.5mm wall thickness (Galvanized))	t			
C11.6.3.2	Timber (150 mm dia. Creosote treated)	m			
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts):				
C11.6.5.1	Excavating soft material and backfilling	m <sup>3</sup>			
C11.6.5.2	Excavating soft or intermediate material and backfilling using labour enhanced construction methods	m <sup>3</sup>			
C11.6.5.3	Extra over item C11.6.5.1 and 2 for cement-treated soil backfill	m <sup>3</sup>			
C11.6.7.1	Dismantling and storing of road signs with a surface area of:				
	(a) Area 0 to 0,5 m <sup>2</sup>	m <sup>2</sup>			
	(b) Area exceeding 0,5 m <sup>2</sup> but not 2,0 m <sup>2</sup>	m <sup>2</sup>			
	(c) Exceeding 2,0 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>			
	(d) Exceeding 10 m <sup>2</sup>	m <sup>2</sup>			
C11.6.8	Danger plates at culverts / structures:				
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.7 ROAD MARKINGS AND ROAD STUDS

Item	Description	Unit	Quantity	Rate	Amount R
C11.7	ROAD MARKINGS AND ROAD STUDS				
C11.7.2	Retro-reflective road marking:				
C11.7.2.1	White lines broken or unbroken (150mm wide)	km			
C11.7.2.2	Yellow lines broken or unbroken (150mm wide)	km			
C11.7.2.4	White lettering and symbols	m²			
C11.7.2.5	Yellow lettering and symbols	m²			
C11.7.2.7	Transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.2.8	Hand painted white lines broken or unbroken (300mm wide)	km			
C11.7.2.9	Hand painted yellow lines broken or unbroken (300mm wide)	km			
C11.7.2.11	Hand painted white lettering and symbols	m²			
C11.7.2.12	Hand painted yellow lettering and symbols	m²			
C11.7.2.13	Hand painted transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.5	Variations in rate of application:				
C11.7.5.1	White paint	ℓ			
C11.7.5.2	Yellow paint	ℓ			
C11.7.5.4	Retro-reflective beads	kg			
C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.9 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

Item	Description	Unit	Quantity	Rate	Amount R
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
C11.9.1	Finishing the road and road reserve:				
C11.9.1.1	Dual carriageway road	km			
C11.9.2	<b>Treatment of old roads and temporary deviations</b>				
C11.9.2.1	Conventional construction methods	km			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59****Bill of Quantities**

Item	Description	Unit	Quantity	Rate	Amount R
<b>C13.1</b>	<b>FOUNDATIONS</b>				
C13.1.1	Provision of designs and drawings of temporary works by an ECSA-registered Professional Engineer or Technologist or Geotechnical Engineer (description of works to which applicable)	lump sum	0	R 250 000,00	R -
C13.1.2	Additional foundation investigations:				
C13.1.2.1	Provisional sum allowed for additional foundation investigations	PC sum	0	R 250 000,00	R -
	Handling costs and profit in respect of item C13.1.2.1	%	R -		
<b>C13.1.3</b>	<b>Excavation:</b>				
	Retainig wall				
(a)	0m up to 1,5m	m <sup>2</sup>	0		
(b)	> 1,5m and < 3,0m	m <sup>2</sup>	0		
(c)	Etc. in increments of 1,5m	m <sup>2</sup>	0		
C13.1.3.3	Extra over subitem C13.1.3.1 for additional excavation required by the Engineer after excavation is complete	m <sup>2</sup>	0		
	Extra over subitem C13.1.3.1 for excavation by hand	m <sup>3</sup>	0		
C13.1.4.3	Extra over item C13.1.3.1(a) for additional excavation required by the Engineer after excavation is complete	m <sup>3</sup>	0		
C13.1.5	Mass excavation within a restricted area (extra over item C13.1.3)				
C13.1.6	Access and drainage:				
C13.1.6.1	Access	lump sum	0		
C13.1.6.2	Drainage	lump sum	0		
C13.1.7	Backfill to excavations utilising:				
C13.1.7.1	Material from excavation	m <sup>3</sup>	0		
C13.1.7.2	Imported material	m <sup>3</sup>	0		
C13.1.7.3	Soil cement	m <sup>3</sup>	0		
C13.1.10	Haul in excess of 1,0 km on excavated material and on material imported for backfill, foundation fill and fill for caissons	m <sup>3</sup> .km	0		
C13.1.12	Overbreak in excavation in hard material (provisional)	m <sup>2</sup>	0		
C13.1.13	Overbreak in excavation in hard material for labour enhanced construction	m <sup>2</sup>			
C13.1.14	Foundation fill consisting of:				
C13.1.14.1	Rock fill	m <sup>3</sup>	0		
C13.1.14.2	Crushed-stone fill	m <sup>3</sup>	0		
C13.1.14.3	Compacted granular material	m <sup>3</sup>	0		
C13.1.14.4	Mass concrete provisional (class 15/38))	m <sup>3</sup>	0		
C13.1.14.5	Concrete blinding (50mm Clas 15/20))	m <sup>3</sup>	0		
C13.1.23	Lateral support for excavations:				
C13.1.23.1	Excavation or fill under abutments				
	0m to 2,5m depth	m <sup>2</sup>	0		
	2,5m to 5,0m depth	m <sup>2</sup>	0		
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

**C13.2 FALSEWORK, FORMWORK AND CONCRETE FINISH**

Item	Description	Unit	Quantity	Rate	Amount R
C13.2.1	Formwork to provide (class of finish indicated as F1, F2, F3 or board) surface finish to retaining wall				
C13.2.2	Class F1 finish				
C13.2.3	Retaining wall to abutment slopes	350	0		
	Class F2 finish				
C13.2.4	Concealed surfaces of retaining wall				
	Retaining wall to abutment slopes	m <sup>2</sup>	0		
C13.2.5	Horizontal formwork to provide:				
	Retaining wall to abutment slopes	m <sup>2</sup>	0		
Total Carried Forward To Summary					0,00



**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.9 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

Item	Description	Unit	Quantity	Rate	Amount R
C11.7	ROAD MARKINGS				
C11.7.2	Retro-reflective road marking:				
C11.7.2.1	White lines broken or unbroken (150mm wide)	km			
C11.7.2.2	Yellow lines broken or unbroken (150mm wide)	km			
C11.7.2.4	White lettering and symbols	m²			
C11.7.2.5	Yellow lettering and symbols	m²			
C11.7.2.7	Transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.2.8	Hand painted white lines broken or unbroken (300mm wide)	km			
C11.7.2.9	Hand painted yellow lines broken or unbroken (300mm wide)	km			
C11.7.2.11	Hand painted white lettering and symbols	m²			
C11.7.2.12	Hand painted yellow lettering and symbols	m²			
C11.7.2.13	Hand painted transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.5	Variations in rate of application:				
C11.7.5.1	White paint	ℓ			
C11.7.5.2	Yellow paint	ℓ			
C11.7.5.4	Retro-reflective beads	kg			
C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols) Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km			
Total Carried Forward To Summary					0,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C11.9 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

Item	Description	Unit	Quantity	Rate	Amount R
C11.7	ROAD MARKINGS				
C11.7.2	Retro-reflective road marking:				
C11.7.2.1	White lines broken or unbroken (150mm wide)	km			
C11.7.2.2	Yellow lines broken or unbroken (150mm wide)	km			
C11.7.2.4	White lettering and symbols	m²			
C11.7.2.5	Yellow lettering and symbols	m²			
C11.7.2.7	Transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.2.8	Hand painted white lines broken or unbroken (300mm wide)	km			
C11.7.2.9	Hand painted yellow lines broken or unbroken (300mm wide)	km			
C11.7.2.11	Hand painted white lettering and symbols	m²			
C11.7.2.12	Hand painted yellow lettering and symbols	m²			
C11.7.2.13	Hand painted transverse lines, painted island and arrestor bed markings (any colour)	m²			
C11.7.5	Variations in rate of application:				
C11.7.5.1	White paint	ℓ			
C11.7.5.2	Yellow paint	ℓ			
C11.7.5.4	Road signs	No	Prov	1,00	10 000,00
C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols) Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km			
Total Carried Forward To Summary					10 000,00

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C14.1 ACCESS FOR BRIDGE REHABILITATION

Item	Description	Unit	Quantity	Rate	Amount R
C14.1	ACCESS FOR BRIDGE REHABILITATION				
C14.1.1	Temporary access structures and work platforms:				
BC14.1.1.1	Access and platforms to locations as described as well as dismantling and removal at completion (heights assessed by Contractor):				
	a) Access to underside of Bridge	L/sum	1,0		
	b) Access scaffolding for rehabilitation works	L/sum	1,0		
	c) Diverting of river to gain access to abutments	L/sum	1,0		
Total Carried Forward To Summary					0,00

### Rehabilitation of Bridge No. B15 on S59

### Bill of Quantities

### C14.3 DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND STEELWORK

[illegible]

**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

## C14.4 SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS

Item	Description	Unit	Quantity	Rate	Amount R
C14.4	SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS				
BC14.4.2	Epoxy mortar				
BC14.4.3					
BC14.4.4	a) Sikatop Armatex - 110 EpoCem or similar approved applied	m <sup>2</sup>	0,0		
BC14.4.5					
BC14.4.6	b) Apply Sika Monotop-412 NFG or similar approved on chased concrete surfaces as per manufacturers specifications.	m <sup>2</sup>	0,0		
BC14.4.9	New endblocks	No	4		
BC14.4.11	Reinforced concrete deck lab 30 MPA	m <sup>3</sup>	30		
BC14.4.13	Steel reinforcement for deck slab	t	4		
Total Carried Forward To Summary					0,00

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## Rehabilitation of Bridge No. B15 on S59

### Bill of Quantities

#### C14.9 REPAIR AND REPLACEMENT OF ANCILLARY STRUCTURAL ELEMENTS

[illegible]

### Rehabilitation of Bridge No. B15 on S59

### Bill of Quantities

## C14.11 REPAIR OF STEEL ELEMENTS

[illegible]



**Rehabilitation of Bridge No. B15 on S59**

## Bill of Quantities

**SUMMARY OF SECTIONS**

Section	Description	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.4	FACILITIES FOR THE ENGINEER	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C1.7	LOADING AND HAULING	
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES	
C4.3	EXISTING ROAD MATERIALS	
C4.4	COMMERCIAL MATERIALS	
C5.4	STABILISATION	
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS	
C8.1	PRIME COAT	
C9.1	ASPHALT LAYERS	
C11.1	PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	
C11.4	ROAD RESTRAINT SYSTEMS	
C11.6	ROAD SIGNS	
C11.7	ROAD MARKINGS AND ROAD STUDS	
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
C14.1	ACCESS FOR BRIDGE REHABILITAION	
C14.3	DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND STEELWORK	
C14.4	SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS	
C14.7	PROTECTIVE COATINGS AND TREATMENTS FOR CONCRETE	
C14.9	REPAIR AND REPLACEMENT OF ANCILLARY STRUCTURAL ELEMENTS	
C14.11	REPAIR OF STEEL ELEMENTS	
<b>SUBTOTAL A</b>		
Add 10% Contingencies		
<b>SUBTOTAL B</b>		
Add 15% VAT		
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		