



MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

TENDER NO: PWRT/1628/22/MP

Supply and installation of road markings in various districts of Mpumalanga Province on as-and when required basis for a period of three (3) years.

The Department of Public Works, Roads and Transport

Private Bag x 11310
NELSPRUIT
1200

Contact

Name: R Masia
Telephone: 013-766 8524
Ronmasia@mpg.gov.za

or

B Mbanjwa
013 766 8524
bmbanjwa@mpg.gov.za

as per tender advert

Bidder / Company:

CIDB Registration Number (CRS NO):

TENDER PRICE, INCL. VAT R

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THE TENDER

T.1 TENDERING PROCEDURES

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**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

TENDER NO. PWRT/1628/22/MP

T.1.1 TENDER NOTICE AND INVITATION TO TENDER

Supply and installation of road markings in various districts of Mpumalanga province on as-and when required basis for a period of three (3) years.

The Department of Public Works, Roads and Transport, Mpumalanga Provincial Government, invites tenders for the Supply, Delivery and Installation of Road Markings in the Ehlanzeni, Bohlabela, Nkangala and Gert Sibande Regions of Mpumalanga Province for a period of three (3) years.

CIDB Contractor Grading: 2SK and higher

Documents may be collected between 08:30 and 13:00 or between 14:00 and 16:00 on weekdays

On collection of the tender documents a non-refundable tender deposit of **R100.00** is required payable in cash or by bank guarantee cheque made out in favour of the "Mpumalanga Department of Public Works, Roads and Transport". The deposit is payable at the following Central Supply Chain Offices;

1 Mbombela

Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200
Contact Person: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258 Fax: (013) 766 8455

2. Malelane

24 Air Street, Malelane
Contact Person: Ms DM Thobela: 013 7900 719/723, Fax: (013) 790 0514

3. Siyabuswa

Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa, 0472
Contact Person: Mr. Tsepho Ngwatle or Ms Sophie Masanabo : (013) 766 7961/62

4. Middelburg

Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini : (013) 282 8776/9151, Fax: (013) 282 8776

5. Elukwatini

Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, 1190
Contact Person: Mr Z Mkhonza or Ms TL Khathide : (017) 883 1396/7

6. Piet Retief

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe : (017) 826 1671, Fax: (017) 826 0577

7. Kwamhlanga

Kwamhlanga Government Complex, Department of Finance, Building No. 12 Computer Centre
Contact Person: Ms TA Sibanyoni: (013) 766 4872, Ms Sophie Masanabo: (013) 766 4874, Ms Emilly Mnguni: (013) 766 4873, Ms TS Mabena: (013) 766 4875, Fax: (013) 947 2250

8. Evander

10 Cornell Road (Previously occupied by Evander Home Affairs Offices), Evander, 2280
Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or Mr Nhlanhla Mavuso : (017) 632 1607/1540/1549, Fax: (017) 632 1395

9. Bushbuckridge

Bushbuckridge Advice Centre, Department of Finance, Protea Building (old Telkom Building)
Contact Person: Mr Cecil Tshabangu or Mr Peterson Sithole: (013) 799 2125, Fax: (013) 799 0535

Please note that the tender closures are only administered at the following Central Supply Chain Offices:

- **Mbombela**

Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200
Contact Person: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258 Fax: (013) 766 8455

- **Piet Retief**

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe : (017) 826 1671, Fax: (017) 826 0577

- **Kwamhlanga**

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- **Middelburg**

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Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini : (013) 282 8776/9151, Fax: (013) 282 8776

- **Malelane**

24 Air Street, Malelane
Contact Person: Ms DM Thobela: 013 7900 719/723, Fax: (013) 790 0514

NB: Late tenders will not be accepted.

NB: The Client is not obliged to accept the lowest or any of the tenders.

Queries relating to issues in these documents may be addressed to:

Ronny Masia, Tel No 013 766 8563
e-mail: Ronmasia@mpg.gov.za

Also to be noted are the following points:

- **The closing time for receipt of tenders is as per tender bulleting**
- Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.
- **CIDB Contractor Grading is 2SK and Higher**

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

T1.2. TENDER DATA

1. GENERAL

The Conditions of Tender in the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

2.1 The Employer

The Employer for this Contract is the ***Province of Mpumalanga Department of Roads and Transport***

2.2 The Tender

The Tender Document consists of the following:

T.1. Tendering Procedures

T.1.1 Tender Notice and Invitation to Tender

T.1.2: Tender Data

T.2. Returnable Documents

T.2.1: List of Returnable Documents

T.2.2: Returnable schedules and forms

2.3 The Contract

This comprises the following

Part C 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part C 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part C 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

2.4 The Employer's Agent:

No Agent is currently appointed. The supply shall be ordered and supervised by the Department, or its representative.

2.5 The Employer's Right to Accept or Reject any Tender Offer

The Employer is not obliged to accept the lowest or any tender offer.

2.6 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) The Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the contract;
The Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the aforementioned;
- (c) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (d) The Tenderer cannot demonstrate possession of the necessary professional and technical qualifications and competency, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) The Tenderer cannot provide proof of being in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

2.7 Clarification Meeting

Not applicable

2.8 Pricing the Tender Offer

- (a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

- (b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employer's agent and a certificate of payment issued.
- (c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

2.9 Alterations of Tender Documents

A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

2.10 Alternative Tenders

If a tenderer wishes to submit an alternative offer, it shall be strictly in accordance with the provisions of clause 1212 of the COLTO standard specifications, and he shall furnish full tender prices and specifications for the alternative design or offer. No alternative offer shall be considered unless a complete tender for the original design/ specifications is also submitted strictly with the instructions contained in this document.

2.11 Submitting a Tender Offer

Tender offers shall be submitted as originals only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

A two-envelope procedure will not be followed.

2.12 Closing Time

The closing time for submission of Tender Offers is as per Tender Bulletin. Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

2.13 Tender Validity

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

2.14 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

2.15 Return of Tender Documents

Not applicable.

2.16 Certificates to Be Attached to Tender

The following must be provided with the tender:

- Compulsory Supplier Questionnaire – Contractors
- Certificate of Authority for Signature
- Signed Form of Offer
- Record of Addenda to Tender Documents (where applicable)
- Legal Joint Venture Agreement (in case of a JV)
- A valid Tax Clearance Certificate including the security pin issued by the South African Revenue Services
- Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing and letter for tender purposes will also be allowed
- Certified copies of Identity documents of Owners / Directors / Members / Shareholders
- Fully completed Standard Bidding Documents (SBD 1, SDB 4, SBD 6.1, SDB 6.2, SBD 8 and SBD 9)
- Fully completed original tender document.

2.17 CIDB Grading

CIDB Contractor Grading for this tender is 2SK and higher

NB: Service Providers must be registered with Central Supplier Database

3. Opening of Tender Submissions

The time for opening the tender offers on dates stated shall be **12:00hrs** at the following locations:

- **Mbombela**

Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200
Contact Person: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258 Fax: (013) 766 8455

- **Piet Retief**

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe : (017) 826 1671, Fax: (017) 826 0577

- **Kwamhlanga**

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- **Middelburg**

Department of Public, Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
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- **Malelane**

24 Air Street, Malelane
Contact Person: Ms DM Thobela: 013 7900 719/723, Fax: (013) 790 0514

NB. The two envelope system will not apply to this tender.

1. ELIGIBILITY CRITERIA

The bidder will **not be eligible** to enlist on the database if:

- 1) The bidder is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- 2) The bidder cannot provide proof of being registered on the Central Supplier Database, in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- 3) The bidder cannot demonstrate proof of registration with the Construction Industry Development Board (CIDB) at **Grade 2SK and higher**.

2. SPECIAL TENDER PROPERTIES

This tender is performance-based. This means that only a part payment is released on completion of the works, which will be followed by a quality inspection 9 months later. If the reflectivity is within the required parameters, payment is released as follows:

On completion, if accepted: 90%

9 months after completion, if accepted: 10%

3. CONDITIONS OF CONTRACT

PRE-QUALIFICATION CRITERIA

Preference will be given to tenderers who satisfy the Targeted Enterprise Participation criteria, with verifiable BEE Certificates.

Tenderer/ Bidder must have:

- BBBEE Status Contributor Level 1
- Exempted Macro Enterprise (EME)

A tender that fails to meet the pre-qualifying criteria stipulated in the tender document will be disqualified.

4. RETURNABLE SCHEDULES REQUIRED ONLY FOR TENDER EVALUATION PURPOSES

- Schedule of relevant plant and equipment (in the format provided) in the document
- Schedule of company's experience (in the format provided) in the document
- Curriculum vitae of key personnel
- Road Marking Experience of Designated Project Manager/key personnel
- Valid BBBEE Certificate (Tenders other than EMEs: (i) Verification agencies accredited by SANAS; or Tender who qualify as EMEs; (i) Sworn affidavit sign by the EME representative and attested by a Commissioner of oath).
- References (provide contact details)
- Financial Status (Bank rating)

- Contractors' Health and Safety Declaration
- Contractor's Safety Plan
- Schedule of Road Marking Capability

Note: - Tax clearance certificates must be valid for each party to the Joint Venture.

EVALUATION REQUIREMENTS

Compulsory returnable documents

	Yes	No
1) Company Registration Certificate		
2) Certificate of Authority for signature		
3) Certified copies of the ID documents of Directors / Shareholders / Partners / Sole Proprietor		
4) Active registration with the Construction Industry Development Board (CIDB) Grading Class between 2SK and higher		
5) Fully completed and signed SBD Forms 1, 4, 6.1, 6.2, 8 and 9		
6) Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). Letter for tender purpose will be allowed.		
7) Fully completed form of offer		
8) Fully completed tender document		

NB: Failure to comply with compulsory returnable documents stated above will result in a disqualification of the bid

5. EVALUATION CRITERIA

The evaluation of the received tender will be based on functionality, BBBEE Level Contributor and Price. The 80/20 evaluation criteria will apply.

5.1 BBBEE Level Contributor

Twenty (20) points will be awarded to a tenderer for attaining BBBEE Status Level of Contributor in accordance with the table below:

BBBEE Status Level Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 Financial Offer

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

A. RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Tender
Part T2: List
TENDER NO.

B- CERTIFICATE OF AUTHORITY OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....
 hereby authorise Mr/Ms,
 acting in the capacity of, to sign all documents
 in connection with the tender for Contract No and any contract resulting
 from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....hereby authorise Mr/Ms..... ,

acting in the capacity of , to sign all documents in connection with the tender

for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract resulting from it on our behalf.

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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

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

V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

C. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

E. SCHEDULE OF THE TENDERER'S EXPERIENCE

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

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

F. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire

to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

4. (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]

5. (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

6. (c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

G. SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council in accordance with the Housing Consumers Protection Measures Act, 1998 (Act 95 of 1998, as amended by Act 27 of 1999).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

K. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

L. COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERM SOF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

M. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a PIN. **The PIN must be submitted with the tender that is before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractor must submit a separate PIN.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]
(IN RESPECT OF TENDER)

[illegible]

NB: Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME _____

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS

DATE 20.../.../...

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).*

N. TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be inserted here]

O. PREFERENCING SCHEDULE (FOR DIRECT PREFERENCES)

[BEE Verification Certificate to be inserted here]

Q. EXECUTION PROGRAMME

The tenderer is not required to provide an execution programme.

This is a rates only contract, and the supplier will be instructed with individual orders to supply asphalt with individual orders.

The tenderer may be expected to submit an execution programme for each individual order placed by the client.

Under normal circumstances the successful tenderer shall be required to supply Cold Asphalt in the ordered quantities either within two weeks of receipt of the order or alternatively as ordered by the client.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

R. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)
4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

 - (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

S. CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately before commencement of the works- the Department of Roads and Transport must clarify this issue) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

T. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND

SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
- (b) Name of Contractor's contact person:
 Telephone number:
2. Contractor's workman's compensation registration number:
3. (a) Name and postal address of client:
- (b) Name of client's contact person or agent:
 Telephone number
4. (a) Name and postal address of designer(s) for the project:
- (b) Name of designer's contact person:
 Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

ANNEX F: STANDARD CONDITIONS OF TENDER

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General**F.1.1 Actions**

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's Agent

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

F.1.5 The Employer's Right to Accept or Reject any Tender Offer

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

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

F.2 Tenderer's Obligations**F.2.1 Eligibility**

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

F.2.2 Cost of Tendering

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

F.2.3 Check Documents

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

F.2.4 Confidentiality and Copyright of Documents

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

F.2.5 Reference Documents

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

F.2.6 Acknowledge Addenda

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

F.2.7 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.

F.2.8 Seek Clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

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

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

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

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

F.2.11 Alterations of Tender 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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

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

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

F.2.13 Submitting A Tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

F.2.14 Information and Data to be Completed in All Respects

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

F.2.15 Closing Time

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

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

F.2.16 Tender Offer Validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an

agreed additional period.

F.2.17 Clarification of Tender Offer After Submission

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

Note: Sub-clause F.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.

F.2.18 Provision of Other Materials

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, Tests and Analysis

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

F.2.20 Submission of Securities, Bonds, Policies, etc

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

F.2.21 Check Final Draft

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

F.2.22 Return of Other Tender Documents

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

F.2.23 Certificates to Be Attached

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

F.3 The Employer's Undertakings**F.3.1 Respond to Clarification**

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

F.3.2 Issue Addenda

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

F.3.3 Return Late Tender Offers

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

F.3.4 Opening of Tender Submissions

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

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

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

F.3.5 Two-Envelope System

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

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

F.3.6 Non-Disclosure

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

F.3.7 Grounds for Rejection and Disqualification

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

F.3.8 Test for Responsiveness

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

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the

Employer's opinion, would:

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

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

F.3.9 Arithmetical Errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) 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 will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a Tender Offer

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

F.3.11 Evaluation of Tender Offers

F3.11.1 General

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

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

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

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

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:
 N_{FO} = the number of tender evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{P - P_m}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{P - P_m}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance Provided by the Employer

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

F.3.13 Acceptance of Tender Offer

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

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

F.3.14 Notice to Unsuccessful Tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare Contract Documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue Final Contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete Adjudicator's Contract

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

F.3.18 Provide Copies of the 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.

MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
TENDER NO. *PWRT/1628/22/MP*

THE CONTRACT

PWRT/1628/22/MP

SUPPLY, DELIVERY AND INSTALLATION OF ROAD MARKINGS IN VARIOUS DISTRICTS
OF MPUMALANGA PROVINCE ON AS AND WHEN REQUIRED A PERIOD OF THREE (3)
YEARS

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MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
TENDER NO. PWRT/1628/22/MP

SUPPLY, DELIVERY AND INSTALLATION OF ROAD MARKINGS ON AS AND WHEN REQUIRED BASIS IN THE **EHLANZENI, BOHLABELA, NKANGALA** AND **GERT SIBANDE** DISTRICTS OF MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS

C1.1 Form of Offer and Acceptance

SCHEDULE D: Road Marking:

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the:

TENDER NO. PWRT/1628/22/MP

SUPPLY, DELIVERY AND INSTALLATION OF ROAD MARKINGS ON AS AND WHEN REQUIRED BASIS IN THE EHLANZENI, BOHLABELA, NKANGALA AND GERT SIBANDE DISTRICTS OF MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS

Tick in the box provided to select district tendered for (Select ONE district ONLY, selection of more than one will result in a disqualification of the bid)

EHLANZENI	BOHLABELA	GERT SIBANDE	NKANGALA
-----------	-----------	--------------	----------

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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 IS:

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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. **This is a 'Rates-Only' tender and the total price offered above is only an indication of possible orders that may be placed by the client. The rates in the schedule of quantities are for tender evaluation purposes only.**

Signature

Date

Name

Capacity

for the tenderer

(Name and

address of

.....

organization)

Name and signature of witness

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:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working 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.

Signature Date

Name

Capacity

for the Employer Mpumalanga Department of Public Works, Roads and Transport
Riverside Government Complex, Building No. 7, Nelspruit

Name and signature of witness

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the 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.

C1.2 Contract Data

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

C1.2.1: CONDITIONS OF CONTRACT

1) GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - 2015 Edition", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract**") and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8 Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

2) SPECIAL CONDITIONS OF CONTRACT

GENERAL

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

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

3) AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

None

4) APPENDIX A: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during implementation of contract by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

.....

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)
 duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)
 Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**
 for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.1.15: **Employer: Province of Mpumalanga represented by Head of
Department: Department of Public Works, Roads and Transport**

Clause 1.2.1.2: **Address of Employer:**

Physical:

Postal:

Building No. 7
Riverside Government Complex
RIVERSIDE, NELSPRUIT

Private Bag x 11310
NELSPRUIT
1200

Mr Ronny Masia, Tel No. 013 766 8563
e-mail: Ronmasia@mpg.gov.za

Clause 3: **Name of Engineer:**

The duties of the engineer shall be fulfilled by designated officials from the Department or his representative.

Special non-working days are Saturday and Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.

- The year-end break commences on the first working day after 15 December and ends on the first working day after 3 January of the next year.
- Nil contingencies are allowed under this project. The client will approve additional spending if required.
- No guarantee required.
- The contractor shall commence executing the work or delivery of material as follows:
 - Road Marking shall be delivered as specified or within 24 hours from placement of order
- Indemnity for liability insurance is NOT REQUIRED.
- The percentage allowance to cover overhead charges is 15%
- The works for each order shall be completed within the period allowed for in the approved programme for each order, or as specified by the client. The contract period is 36 months.
- A penalty of R per calendar day shall apply for late delivery of each order.
- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Contract Price Adjustment Factor = $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ rounded off to
the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:

Coefficients for calculating Contract price Adjustment Factor shall be:

Value of x is 0.10

a = 0.20 b = 0.35 c = 0.35 d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Bohlabela (Thulamahashe); Ehlanzeni (Nelspruit); Nkangala (Middelburg) and Gert Sibande (Ermelo) regions respectively. In Release P 0141.1 Table 21

⇒ **The base month is: March 2022**

- Price adjustments for variations in the costs of special materials are allowed
 - The percentage advance on materials not yet built into the Permanent Works is: Not applicable
 - The percentage retention on the amounts due to the Contractor is not applicable.
 - A Retention money guarantee not permitted
 - The Defects Liability Period is not applicable.
 - Dispute Resolution shall be by Adjudication.
1. The Adjudicator shall be reimbursed at the hourly rate of R..... in respect of all time spent upon or in connection with the adjudication including time spent travelling.
 2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
 - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
 - (b) Telegrams, telex, faxes and telephone calls.
 - (c) Postage and similar delivery charges.
 - (d) Travelling, hotel expenses and other similar disbursements.
 - (e) Room charges.
 - (f) Charges for legal advice or technical advice obtained in accordance with the Procedure
 3. The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
 4. The Adjudicator is currently registered for Value Added Tax (VAT).
 5. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
 6. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Name of Contractor:

Address of the Contractor:

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

e-Mail:.....

Telephone No: **Fax No:**

The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 31 July 2007.

* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer:

Selection of Sub-Contractors

The Tenderer shall list in Schedule J the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors or Suppliers. Should any of or all of the specialist Subcontractors or Suppliers not be 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, even in the event of a Subcontractor or Supplier not listed below being approved by the Employer.

SCHEDULE OF SPECIALIST SUB-CONTRACTORS AND SUPPLIERS

Specialised Item	Name and Details of Specialist Sub-Contractors

Signed on behalf of Tenderer:
.....

C1.2.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20.....between: the Employer
(name of company / organisation).....
of (address).....
.....and the Contractor
(name of company / organisation)
of (address).....

.....
(hereinafter called **the Parties**)

and

(name).....
of (address)

.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB
Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been
requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: Name: Name:

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

Witness: **Witness:** **Witness:**
(Signature)..... (Signature)..... (Signature).....

Name: Name: Name:

Address: Address: Address:
.....
.....

Date: Date: Date:

C1.2.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Province of Mpumalanga represented by Head of Department: Department of Roads and Transport.

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT

No:.....

.....
AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C.2 PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

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

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in Sanral, Annexure 6, or COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall

cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sums tendered for such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of material that will be ordered. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities. This is a 'RATES-ONLY' contract. The tenderer will be required to deliver material as per individual orders placed by the client at the rates tendered. The quantities in this bill are intended for tender evaluation purposes only.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment
14. Tenderers shall take care so as not to imbalance their tender rates, since the eventual quantities may differ substantially from the scheduled quantities. Tender rates shall stand irrespective of the deviation between scheduled and certified quantities, and no amount of deviation shall constitute grounds for motivating for revised rates

C2.2 Bill of Quantities

SCHEDULE A: PWRT/1628/22/MP ROAD MAINTENANCE

SUMMARY

SECTION	DESCRIPTION	AMOUNT
B1300	Contractor's Establishment and General Obligations	
B1500	Accommodation & Traffic	
B5700	Road Marking	
B8100	Testing Materials and Workmanship	
	Total	
	VAT (15%)	
	GRAND TOTAL	

SCHEDULE A:

PWRT/1628/22/MP

ROAD MAINTENANCE

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B13.01	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
	The Contractor's general obligations:				
	(a) Fixed obligations	%	Order Value	Prov. 2%	
	(b) Value-related obligations	%	Order Value	3%	
	(c) Time-related obligations	%	Order Value	5%	
	<u>NB</u> The combined total tendered for subitems (a), (b) and (c) shall not exceed 10% of the Order Amount.				
1300	TOTAL CARRIED TO SUMMARY				

SECTION 1500

Item	Description	Unit	Qty	Rate	Amount R
1500	Accommodation of traffic The contractors' general obligations				
15.01	Accommodating traffic and maintaining temporary deviations	km	2		
15.03	Temporary traffic-control facilities				
	a) Flagmen	man-day	10		
	b) Portable STOP and GO-RY sign	No	2		
	c) Temporary traffic-control signals as specified or as shown in the drawings	No	2		
	d) Amber flicker lights	No	2		
	e) Road signs R- and TR-series (size indicated)	No	2		
	f) Road signs TW-series (size indicated)	No	2		
	g) Road signs , STW, DTG, TGS and TG-series (including delineators and barricades)	m²	2		
	h) Delineators DTG50J (size indicated)				
	i) Single	No	2		
	ii) Mounted back to back	No	2		
	i) Movable barricades/road sign combination (size indicated)	No	2		
	j) Traffic cones (size indicated)	No	10		
Total Carried Forward					

Item	Description	Unit	Qty	Rate	Amount R
Total Brought Forward					
1500	Accommodation of traffic				
	l) Movable barriers (type indicated)	m	10		
	m) Two-way communication devices	No	2		
15.04	Relocation of traffic control facilities	lump sum			
Total Carried Forward To Summary					

SECTION 5700

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION B5700: ROAD MARKINGS				
B57.02	Retro-reflective paint markings for temporary road markings				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	(ii) 200mm wide	km	10		
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	(c) Red lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(d) White lettering and symbols:	m2	10		
	(e) Yellow lettering and symbols:	m2	10		
	(f) Transverse lines, painted island and arrestor bed markings (any colour):	m2	10		
57.06	Setting out and premarking the lines	km	10		
	TOTAL BROUGHT FORWARD				

SECTION 5700

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	SECTION B5700: ROAD MARKINGS				
B57.08	Removal of existing road markings by:				
	(a) Sand-blasting	m2	10		
	(b) Overpainting as temporary measure	m2	10		
B57.10	Performance guaranteed retro-reflective road marking for permanent road marking				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	(ii) 200mm wide	km	10		
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	(c) Red lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(d) White lettering and symbols:	m2	10		
	(e) Yellow lettering and symbols:	m2	10		
	TOTAL BROUGHT FORWARD				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	SECTION B5700: ROAD MARKINGS				
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	10		
B57.11	Extra over item B57.10 to allow for variance in:				
	(a) Surface texture	m ²	10		
	(b) High traffic volumes	m ²	10		
	(c) High heavy vehicles volumes	m ²	10		
B57.12	Performance guaranteed retro-reflective road marking applied with high durable materials				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	(ii) 200mm wide	km	10		
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(ii) 150mm wide	km	10		
	TOTAL BROUGHT FORWARD				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	SECTION B5700: ROAD MARKINGS				
	(c) Red lines (broken or unbroken)				
	(i) 100mm wide	km	10		
	(d) White lettering and symbols:	m ²	10		
	(e) Yellow lettering and symbols:	m ²	10		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	10		
B57.13	Supply and installation of road studs:				
	(a) Supply of studs:				
	(i) (Type as instructed by Engineer)	-	PC Sum	Sum	
	(ii) Charge on Prime Cost Sum	%			
	(b) Installation of roads studs to manufacturers requirements				
	(i) Stick on studs with or without a shank	number	10		
	(ii) Studs to be core drilled into a bituminous surface	number	10		
	(ii) Studs to be core drilled into a concrete surface	number	-		rate only
	TOTAL TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 8100: TESTING MATERIALS AND WORKMANSHIPS				
B81.04	Testing of road markings:				
	(a) Traffic wear index tests to SANS 123: 1995:				
	(i) Cost of testing		PC Sum	Sum	
	(ii) Charge on Prime Cost Sum	%			
	(b) Retro-reflectivity tests to SANS 1261: 1998:				
	(i) Cost of testing	-	PC Sum	Sum	
	(ii) Charge on Prime Cost Sum	%			
	(c) Supply of Road Marking Retro-reflectometer (LTL2000S) or approved similar:				
	(i) Cost of instrument delivered to Construction Directorate	-	PC Sum	Sum	
	(ii) Charge on Prime Cost Sum	%			
	(b) Other test and test equipment required by the Engineer				
	(i) Cost of testing	-	PC Sum	Sum	
	(ii) Charge on Prime Cost Sum	%			
	TOTAL TO SUMMARY				

C3: SCOPE OF WORK

C3.1 Standard Specifications

C 3.1.1 The standard specifications on which this contract is based are:

COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition, and can be obtained from:

SAICE
Waterfall park
Howick Gardens
Vorna Valley
Bekker Street
Midrand
0685
Tel: (011) 805 5947
Fax: (011) 805 5971

C3.1.2 The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-4 (2002)	: Targeted Construction Procurement (local resources)
SANS 1921 – 1 (2010):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2010):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2: Project Specifications

Status

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

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

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

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

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

Note should be made that this tender is performance-based. This means that only a part payment is released on completion of the works, which will be followed by a quality inspection 12 months later. If the reflectivity is within the required parameters, payment is released as follows:

On completion	:	90%
9 months after completion	:	10%

PART A: GENERAL

PS-1 Project Description

1.1 Employer's Objectives

This contract is a period contract for the marking and re-marking of roads in specific regions of Mpumalanga Province for a period of three years and is designated as specialized work.

The contract is let on as-and- when- required basis and will always be subjected to the availability of sufficient funds by the Employer.

The contract is not based on estimated quantities as it is a period contract for work as and when required. The contract requires tender to be submitted on the basis of different schedules of prices and rates. These rates and prices shall be applicable irrespective of the actual quantities ordered.

1.2 Overview and Location of the Works

This contract is in essence a **three-year** period supply, delivery and installation contract of road markings to the client.

Tenderers are required to complete each schedule for which he / she wishes to tender. Each schedule will be evaluated separately and the client reserves the right to appoint separate contractors for the supply of the various materials to the regions.

The employer will only identify specific works and localities within the region after the contract has commenced. No indication of the extent of the works, or whether any specific work will in actual fact be required are provided in this document.

1.3 Extent of the Works

This contract is let on the principle of Function Performance Guarantee System (FPGS) for all permanent road markings.

1.3.1 Application of FPGS procedure

(a) General

The FPGS procedure will be applicable on all permanent road marking to be applied under this contract on roads in the Mpumalanga Province. Marking to be applied on bituminous surfaces less than three months old will be regarded as temporary markings. Such markings will not be subjected to the FPGS procedure unless the contractor proposes the use of a durable road marking material and agrees to the application of the FPGS procedure to such works.

(b) Required performance characteristics

The following characteristics will be considered as indicative of the satisfactory performance of the road marking:

1. Durability

Durability shall be indicated by the Traffic Wear Index determined in accordance with SANS Method 1248: 1995, Determination of traffic wear index

2. Night-time visibility

Night-time retro-reflection shall be measured during normal working hours with a portable retro-reflector in accordance with SANS Method 1261 : 1998.

Permanent road markings shall comply with the relevant levels of performance during the functional performance period as indicated in Table 1.

TABLE 1 : LEVEL OF PERFORMANCE CHARACTERISTICS		
Characteristics	Time after marking	
	< 1 month	9 months
Durability	No requirements	> 35
Night-time reflectivity (mcd/lx/m ²)		
White markings	> 150	> 100
Yellow markings	> 100	> 70
Red markings	> 30	> 20
	< 1 month	9 months
Night-time reflectivity for highly durable road markings: (mcd/lx/m ²)		
White markings	250	150
Yellow markings	180	100
Red markings	50	30

(c) Payment schedule

Payment for all work subjected to the FPGS procedure shall be done in instalments according to Table 2.

TABLE 2 : PAYMENT SCHEDULE FOR FPGS WORK	
Inspection date (Months after marking)	Maximum possible payment (% of monetary value of executed performance based road marking work in terms of the order)
< 1 month	90%
9 months	10%

The extent of the payment shall be determined on consideration of the quality control results. If the average value of those readings taken for a subzone exceeds 95% of the relevant specified value, full payment in accordance with the schedule shall be affected. If the average value lies between 95% and 80% of the relevant specified value, the work may be conditionally accepted provided that:

- I. Conditional acceptance shall be in the sole discretion of the Engineer and not an option, which may be exercised by the Contractor or a right the Contractor may claim.
- II. Conditional acceptance shall be done at a reduced payment in lieu of complete rejection.
- III. The payment reduction shall amount to 20% of the value of those items in the section not complying with the specifications.
- IV. The Contractor shall have the option to reinstate at his own cost conditionally accepted work with work, which complies with the requirements for acceptance at full payment in accordance with the payment schedule.
- V. Conditional acceptance at one stage of acceptance control (e.g. less than 1 month) would not imposed an obligation on the Engineer to accept the works conditionally at a subsequent stage should the markings again fail to meet the requirements.

(d) Quality control

The contractor shall execute the quality control of the markings in accordance with a quality control plan approved by the Employer. The quality control plan shall be based on a minimum level of assessment on at least 5% of the work done, (i.e one set of measurement per kilometre). The contractor shall provide the Engineer with the results of the contractor's process quality control during the marking process. The cost of such process quality control shall be done by the contractor.

The Engineer may require additional control testing to be done on the road markings by Departmental personnel and or by an accredited organization. These tests shall be deemed Special Tests in accordance with Section 8100 of the specifications. The contractor shall arrange and pay for the necessary tests. Should these tests indicate the works to be unacceptable, the contractor shall execute such remedial works as specified in the contract or shall be subject to such penalizing measures as specified in the contract. The cost of the tests on rejected works shall be that of the contractor.

(e) Failure to comply with the performance characteristics:

If the works which are subjected to the FPGS procedure fail to meet the required performance characteristics, the contractor shall be required to execute the following remedial works or be subject to the following penalizing measures:

a) Failure of works at initial inspection

- I. If the works are rejected, the contractor shall reinstate all works found to be outside the specifications, all at his own cost, or
- II. If certain of the assessed characteristics comply with the requirements but other characteristics fail to meet the required level, the Engineer in his sole discretion may accept the works conditionally, subject to the provisions of the contract.

b) Failure of works at second inspection (9 months)

- I. If certain of the assessed characteristics comply with the requirements but other characteristics fail to meet the required level, the Engineer in his sole discretion may accept the works conditionally, subject to the provisions of the contract, or
- II. If the works are rejected, the contractor shall forfeit the scheduled payment and furthermore be liable for the penalty amount of 5% of the total monetary value of the performance based road markings contained in that particular order. The contractor shall also forfeit the scheduled payment for the third inspection.

c) Failure of works at third inspection (18 months)

- I. If certain of the assessed characteristics comply with the requirements but other characteristics fail to meet the required level, the Engineer in his sole discretion may accept the works conditionally, subject to the provisions of the contract, or
- II. If the works are rejected, the contractor shall forfeit the scheduled payment and furthermore be liable for the penalty amount of 5% of the total monetary value of those parts of the works which failed to meet the required performance level.

1.4 Drawings

Not applicable

1.5 Procurement

1.5.1 Preferential Procurement Procedures

Preference is given on the basis of the BBBEE status of the tenderer.

1.5.2 Scope of Mandatory Subcontract Work

There is no mandatory subcontracted work, other than that the Contractor must subcontract to, or engage ABEs so as to achieve his offered Contract Participation Goal. The choice of who and for which portions of the work he does that, is his own discretion.

1.6 Construction

1.6.1 Applicable SANS 2001 Standards for Construction Works

There are no SANS 2001 standards applicable.

1.6.2 Applicable National and International Standards

The relevant provisions of the SANRAL Annexure 6 Standard Specifications for Routine Road maintenance and the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of Site

The project is located as shown on the locality plan bound into the book of drawings.

Location shall mean any area as indicated in the specified region of Mpumalanga Province.

2.2 Access to Site

Access to the site will be indicated with each single order placed by the client.

PS-3 DETAILS OF THE WORKS

The details of the works shall be determined as per individual orders placed by the client.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to SANS 1921: 2010 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.1.7 Drawings

Not applicable

4.2 Responsibilities for design and construction

No engineer or agent is appointed in terms of the General Conditions of Contract. The duties of the engineer will be undertaken by delegated Departmental officials.

4.3 Planning and Programme (Read with SANS1921-1:2010 clause 4.3)

Preliminary Programme

The tenderer is not required to submit a programme for execution of the works with his tender. The successful tenderer will however be expected to deliver the materials/works specified.

This contract is expected to expire after 3 years (i.e. after 36 months from date of commencement)

4.4 Quality Assurance (QA) (Read with SANS 1921 – 1: 2010 clause 4.4)

The Contractor will be solely responsible for the supply of material that complies with the Specifications to the satisfaction of the Engineer/client. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

4.5 Management and Disposal of Water (Read with SANS 1921 - 1 : 2010 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained.

Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.6 Testing(Read with SANS 1921 – 1: 2010 clause 4.11)

Process Control

The Supplier shall arrange for all tests required for process control to be done. The supplier shall furnish the engineer / client with complete Marshall test results on every batch supplied from the manufacturer of the asphalt product. The cost of process control is deemed to be included in the rates, and no special pay item is provided for such.

Acceptance Control

The process control test results submitted by the Contractor for approval of materials and workmanship will be taken into account by the Engineer in his appraisal for acceptance. However, the Engineer shall commission further acceptance control testing by a commercial on-site laboratory of his choice. The cost of such acceptance control testing is carried by the Employer.

4.7 Site Establishment *(Read with SANS 1921 - 1 : 2010 clause 4.14)*

The supplier will not be expected to establish on site.

4.8 Survey beacons *(Read with SANS 1921 - 1 : 2010 clause 4.15)*

Not applicable

4.9 Existing Services *(Read with SANS 1921 - 1 : 2010 clause 4.17)*

Not applicable. The client will provide such details only if and when it is required.

4.10 Health and Safety *(Read with SANS 1921 - 1: 2010 clause 4.18)*

4.10.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

The contractor is referred to Sabita manual 8 for the safe and responsible handling of bituminous products.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

