



Province of the
EASTERN CAPE
TRANSPORT

TENDER NO: SCMU10-25/26-0005

INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

Name of Company: _____

Bidder's CSD registration no: _____

CRS Nr (CIDB): _____

Closing date and time: 06 June 2025 11:00 AM

ISSUED BY:

GAP Infrastructure Corporation (Pty) Ltd.
1st Floor Acacia House,
Palms Square Business Park,
Bonza Bay Road
EAST LONDON
5241

ON BEHALF OF:

Eastern Cape Department of Transport
32 Cowan Close, Flemming Street
Stellenbosch Park Building
Schornville
QONCE (formerly King William's Town)
5601

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<h1>THE TENDER</h1> <h2>PART 1 (OF 2): TENDERING PROCEDURES</h2>
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T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

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INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Eastern Cape Department of Transport through Gap Infrastructure Corporation (GIC) invites service providers for the appointment of a contractors database to implement various Roads and associated Construction work that is set out by the Implementing agent within the Eastern Cape Province. The agreement will commence upon the date of signing of the Appointment Letter to serve on the panel between the Implementing Agent and the Tenderer and will be for a period of 3 Years.

The Database will be setup for gradings 6 to 9 in line with the CIDB guidelines for Civil Engineering (CE).

Once contractors are awarded into the database, work assignments or pricing will be required from them and will be issued in packages. Requests for Quotations detailing scope of works will be issued to contractors appointed on the panel or database. The RFQ's will provide an accurate scope of works with real quantities which will allow for more accurate pricing. An Instruction to Proceed with Work (IPW) will be issued to the highest point scoring service provider. Additionally, whilst all service providers, within the relevant CIDB Grading designation will be required to quote for a works package within their Grading Designation, works packages will be awarded to the highest point scorer and on a rotational basis, meaning that works packages will be awarded to the highest point scorer who has not yet been awarded a works package in that round of the rotation.

Should any bidder be eligible to be the highest point scorer in multiple projects, the Implementing Agent reserves the right not to award any bidder more than two projects within the Eastern Cape province.

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **Grade 6 to 9 CE (Civil Engineering)**.

A Non-Compulsory tender briefing meeting will be held on the 23 May 2025 at 11h00am on Microsoft Teams

Meeting ID: 385 130 769 007 7
Passcode: XH97g2U

BID EVALUATION

This bid will be evaluated in two (2) phases as follows:

Phase One: Compliance responsiveness to the bid rules and conditions and Eligibility Criteria will be evaluated,

Phase Two: Functionality of Bidders will be evaluated;

Functionality Evaluation

A minimum total score of **60 points (60%)** must be scored for functionality to qualify for further evaluation. The applicable functionality criteria are as follows:

Functionality criteria	Maximum Points Score
i.) Active CIDB status	10
ii.) Successfully completed projects	35
iii.) Key Personnel	55
Maximum possible score for Functionality	100

A. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, Eligibility and other bid conditions and rules are detailed in the bid document.

Note: Tender Validity Period is **90 days**.

B. TENDER SUBMISSIONS:

The completed tender document as well as any supporting documentation should be submitted via any of the following two methods:

- Online (tenders@gic.co.za) or
- Can be submitted to the office of the Implementing Agent which must include all the Returnable documents. Into the tender box and shall be placed in ONE sealed envelope clearly marked "**TENDER NO: SCMU10-25/26-0005: INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS**"

GAP Infrastructure Corporation (Pty) Ltd.
1st Floor Acacia House,
Palms Square Business Park,
Bonza Bay Road
EAST LONDON
5241

No later than **11:00 am on 06 June 2025**

No late tenders will be accepted.

ENQUIRIES:

SCM RELATED ENQUIRIES

Mr. Philip Loots

Tel. No.: 012 8810 0210

Email Address: philip@gic.co.za

TECHNICAL ENQUIRES

Mr. Meyer Hauptfleisch

Email Address: meyer@gic.co.za

(Please note it is recommended to use email for any enquiries)

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T1.2: TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 136 of 2015 published in Government Gazette No. 38960 of 10 July 2015 and as amended from time to time. (see www.cidb.org.za)

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

Each item of data given below is cross-referenced to the clause marked "F" in the above-mentioned Standard Conditions of Tender.

No	Clause	Wording
1	F.1.1	<p>The Client is the Eastern Cape Department of Transport, represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.</p> <p>The Implementing Agent and Employer is GAP Infrastructure Corporation (Pty) Ltd. (GIC), represented by the Chief Executive Officer and/or such other person or persons duly authorized thereto by the Employer in writing.</p>
2	F.1.2	<p>The tender documents issued by the employer comprise:</p> <p style="text-align: center;"><u>THE TENDER</u></p> <p>PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules</p> <p style="text-align: center;"><u>THE CONTRACT</u></p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data</p> <p>PART C3 : SCOPE OF WORKS C3.1: Description of the Works</p> <p>PART C4 : SITE INFORMATION C4: Site Information</p>

3	F.1.4	<p>The Client's agent is Gap Infrastructure Corporation (GIC)</p> <p>Name: GAP Infrastructure Corporation (Pty) Ltd.</p> <p>Address: 1st Floor Acacia House, Palms Square Business Park, Bonza Bay Road EAST LONDON 5241</p> <p>Tel: 012 881 0210</p>
4	F.1.5.1	<p>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 an Agreement. 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.</p> <p>Once contractors are awarded into the database, work assignments or pricing will be required from them and will be issued in packages. Requests for Quotations detailing scope of works will be issued to contractors appointed on the panel or database. The RFQ's will provide an accurate scope of works with real quantities which will allow for more accurate pricing. An Instruction to Proceed with Work (IPW) will be issued to the highest point scoring service provider. Additionally, whilst all service providers, within the relevant CIDB Grading designation will be required to quote for a works package within their Grading Designation, works packages will be awarded to the highest point scorer and on a rotational basis, meaning that works packages will be awarded to the highest point scorer who has not yet been awarded a works package in that round of the rotation.</p> <p>Tenderers should note that where it is found that a specific tenderer is eligible for the appointment of more than one project, the employer reserves the right not to appoint a contractor on more than two projects in the Eastern Cape.</p> <p><u>Additional Suitable Site Agents will be required on each separate agreement. OHS Agents / Managers / Officers may be used on two projects if both projects are in the same District.</u></p> <p>The Employer further reserves the right not to award contracts to any contractor based on a risk assessment of the current workload or past performance of that contractor.</p> <p>The Employer also reserves the right, to evaluate the financial stability of the bidders by means of conducting a Financial Verification of the bidders. This may include the Employer requesting further information and / or further documentation from the bidders to prove their financial stability. This will be done at the time of evaluating the Tender for the Database as well as at the time of evaluating the RFQ's per individual project. Should it be found that the bidder does not prove that they are financially capable to undertake the project and found to be in a financial position to be deemed a risk for the successful completion of a project, then the Employer has the right not to award a contract to the bidder.</p>

5	F.2.1	<p>Eligibility:</p> <p>1) The following tenderers who are registered and in good standing with the CIDB in grading designation Grade 6- 9 CE are eligible to submit tenders or</p> <p>2) Joint ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB and in CE class of work</p> <p>b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation Grade 6-9CE</p> <p>c) a signed Joint Venture Agreement must be attached with the tender</p> <p>Note: Joint Ventures must submit a <u>consolidated B-BBEE Certificate</u>.</p>
6	F.2.7	There will be a non-compulsory briefing meeting.
7	F.2.12	No alternative offers will be considered
8	F.2.13.1	<p>Tenderers are required to submit the Completed Tender Document as well as any supporting documentation via any of the following two submittal methods:</p> <p>i) Online (tenders@gic.co.za) or</p> <p>ii) can be submitted to the office of the Implementing Agent which must include the Returnable documents. Only original documents must be hand delivered to the tender box.</p>
9	F.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original. Tenderers shall <u>not</u> take this Tender Document apart. Additional documentation shall be submitted in a separate, properly bound document.</p>
10	F.2.13.5	The Implementing Agent's address for delivery of tender offers and identification details is as per the Notice and Invitation to Tender T1.1.
11	F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.
12	F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
13	F.2.15	Telephonic, telegraphic, telex or facsimile tender offers will not be accepted
14	F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
15	F.2.19	Access is not available to any inspections, tests, and analysis: Borrow pit testing and any verification of geotechnical data.
16	F 3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Notice and Invitation to Tender T1.1

17 F 3.8.1

Add the following to F3.8.1:

Functionality:

- i) Active CIDB Status: The contractors must have an active CIDB status which means the company is active and in operation. A contractor that has an inactive CIDB status will be disqualified from eligibility and not even considered for functionality.

1) CIDB STATUS

Sub Criteria	Category	Points Awarded
CIDB STATUS	Active Status	10

- ii) Successfully Completed Projects: The tables below illustrate that for each Grading Class contractors must have completed project to value as shown.

2.1) Grading Class (CE)	Projects Value
6	R10 000 000.00 – R20 000 000.00
7	R20 000 001.00 – R60 000 000.00
8	R60 000 001.00 – R200 000 000.00
9	R200 000 000.00 +

2.2) Successfully Completed Roads Projects (Grade 6 -9 CE)

Sub Criteria/ Category	Projects	Points Awarded
Projects Completed (Grade 6-9)	4 or more roads projects completed in the past 10 years in the Grading Class of Table 2.1	35
	3 roads projects completed in the past 10 years in the Grading Class of Table 2.1	20
	2 roads projects completed in the past 10 years in the Grading Class of Table 2.1	10
	Less than 2 Projects	0

Details of the various road projects & supporting information must be entered in **Form F** in the Returnable Schedule. The bidder must attach Appointment Letters and Completion Certificates for all projects they wish to claim functionality points for.

		iii) Key Personnel																
		3. Key Personnel (CE) <table> <tr> <th>Grading Class</th><th>Sub Criteria</th><th>Experience</th><th>Points Awarded</th></tr> <tr> <td rowspan="4">6-9</td><td>Contracts Manager</td><td>A Minimum Qualification of a B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr. Eng and / or Professional Construction Project Manager with SACPCMP</td><td>10</td></tr> <tr> <td>Site Agent</td><td>A Minimum Qualification of a N.Dip; B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr.Eng and / or Professional Construction Project Manager with SACPCMP</td><td>10</td></tr> <tr> <td>Site Foremen x2</td><td>A Minimum of 7 Years or more experience in the Roads Industry</td><td>20</td></tr> <tr> <td>OHS Manager / Agent</td><td>A Minimum of 5 Years or more experience in the OHS environment on Roads Projects with a Professional registration at SACPCMP</td><td>5</td></tr> </table>		Grading Class	Sub Criteria	Experience	Points Awarded	6-9	Contracts Manager	A Minimum Qualification of a B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr. Eng and / or Professional Construction Project Manager with SACPCMP	10	Site Agent	A Minimum Qualification of a N.Dip; B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr.Eng and / or Professional Construction Project Manager with SACPCMP	10	Site Foremen x2	A Minimum of 7 Years or more experience in the Roads Industry	20	OHS Manager / Agent
Grading Class	Sub Criteria	Experience	Points Awarded															
6-9	Contracts Manager	A Minimum Qualification of a B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr. Eng and / or Professional Construction Project Manager with SACPCMP	10															
	Site Agent	A Minimum Qualification of a N.Dip; B.Tech or B.Eng Degree with a Professional registration with ECSA as Pr.Tech Eng or Pr.Eng and / or Professional Construction Project Manager with SACPCMP	10															
	Site Foremen x2	A Minimum of 7 Years or more experience in the Roads Industry	20															
	OHS Manager / Agent	A Minimum of 5 Years or more experience in the OHS environment on Roads Projects with a Professional registration at SACPCMP	5															
		<p>Supporting information must be attached Form G in the Returnable Schedule. The bidder must attach complete CV's with relevant qualifications and experience listed.</p> <p>(b) Functionality: Tender offers will only be considered responsive if the minimum Functionality requirement of 60% is achieved.</p> <p>Functionality (Max =100 points) $N_{FU} = N_{FU1} + N_{FU2} + N_{FU3} +$</p> <p>Tenderers are therefore required to meet a minimum Functionality Score of 60% (60 points out of 100) based on the criteria listed. A score of less than 60 out of 100 points for Functionality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that item.</p> <p>Note that functionality points are only used to determine responsiveness and will not be used further in the evaluation.</p>																
18	F.3.13.1	<p>Tender offers will only be acceptable if:</p> <p>a) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's,</p> <p>b) the tenderer must be registered with the Construction Industry Development Board (CIDB) in an appropriate 6-9 CE contractor grading designation (All parties to submit this information in the case of a Joint Venture),</p> <p>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p>																



	<p>d) the tenderer has not abused the Employer's Supply Chain Management System;</p> <p>e) the tenderer has not failed to perform on any previous Contract with the Employer;</p> <p>f) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable;</p> <p>g) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture);</p> <p>h) completed and signed all SBD Forms (SBD1; SBD4; SBD6.1;)</p> <p>i) all relevant certified information is submitted with the Tender;</p> <p>j) all other Tender Conditions are complied with.</p> <p>k) Tenderers are to meet the minimum Functionality requirements specified in Clause F3.8.1</p> <p>Note: Requirements applicable at time of being considered for award of specific Works assignments:</p> <p>1) The contractor should, if available, submit proof of registration with BCCEI and/ or a letter confirming the contractor's compliance /good standing with BCCEI before being considered for a Works assignment. Failure to do so will result in the contractor not being considered for award of a Works assignment</p> <p>2) The contractor will be required to submit a valid Letter of Good Standing from the Compensation Commissioner within 21 days of receipt of Letter of Award of any <i>ad hoc</i> Work assignments.</p>
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THE TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Documents

Note to Tenderer:

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

T2.1 List of Returnable Documents

1. Forms to be completed

FORM	DESCRIPTION
SBD 1	INVITATION TO BID
A.	CERTIFICATE OF TENDERER'S ATTENDANCE AT THE BRIEFING MEETING
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C.	PROOF OF COMPANY REGISTRATION DOCUMENTS (CIPC)
D	CENTRAL SUPPLIER DATABASE CONFIRMATION (CSD)
E	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
F	SCHEDULE OF ROADS MAINTENANCE/ROADS CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
G	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
H	JOINT VENTURE DISCLOSURE FORM
I	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014
J	PROOF OF REGISTRATION AND GOOD STANDING WITH THE BARGAINING COUNCIL (BCCEI)
K	3 YEARS FINANCIAL STATEMENTS
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
SBD 4	DECLARATION OF INTEREST

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

2. Other documents that will be incorporated into the Contract

- C1.2 Contract Data

T2.2 RETURNABLE DOCUMENTS

T2.1.1 SBD 1 : INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	SCMU10-25/26-0005	CLOSING DATE:	06 June 2025	CLOSING TIME:	11:00 a.m.
DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

GAP Infrastructure Corporation (Pty) Ltd, 1st Floor Acacia House, Palms Square Business Park, Bonza Bay Road, EAST LONDON, 5241

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED OR ONLINE)</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE FOR BIDDING FOREIGN SUPPLIERS ONLY
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS).</p> <p>IF "YES" TO ANY OF THE ABOVE THEN REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

T2.1.2_A: CERTIFICATE OF TENDERER'S ATTENDANCE AT THE BRIEFING

There will be a Non-Compulsory Briefing Meeting.

*The tenderer is required to sign the following declaration that he/she is fully conversant with the proposed works to be conducted. **Failure to do so will render the bid non-responsive.***

I CERTIFY THAT I HAVE MADE MYSELF FAMILIAR WITH ALL CONDITIONS SETOUT OUT IN THIS CONTRACT.

SIGNED ON BEHALF OF THE TENDERER:



T2.1.3_B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

Failure to submit a duly signed resolution will render the tender non-responsive.

Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.

An example is given below:

“By resolution of the board of directors passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorised

to sign all documents in connection with **TENDER NO SCMU10-25/26-0005** and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

T2.1.4 C: PROOF OF COMPANY REGISTRATION DOCUMENTS (CIPC)

Tenderers must attach to this page, a recent printout of proof from the company registration documents.

In the case of Joint Ventures, proof must be provided for **each partner**.

SIGNED ON BEHALF OF THE TENDERER:

T2.1.5 D: CENTRAL SUPPLIER DATABASE (CSD)

Tenderers must attach to this page, proof of registration with the Central Supplier Database of National Treasury. (In the case of Joint Ventures, proof must be attached for **each partner**).

The Tenderer must be registered on the Central Supplier Database at National Treasury prior to submitting a tender otherwise the tender will be rejected (National Treasury SCM Instruction No.4A of 2016/2017 – Central Supplier Database)

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name:

Supplier's CSD No.:

SIGNED ON BEHALF OF THE TENDERER:

**T2.1.6 E: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD (CIDB)**

Tenderers must attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration.

In the case of Joint Ventures, proof must be provided for **each partner** and the calculated equivalent CIDB grade indicated below for **CE** class of works.

SIGNED ON BEHALF OF THE TENDERER:

**T2.1.7 F: SCHEDULE OF VARIOUS ROADS PROJECTS CARRIED OUT BY THE
TENDERER IN THE PAST 10 YEARS**

The tenderer must insert in the spaces provided below a complete list of the latest completed roads maintenance/ roads construction contracts successfully completed by the company in the past 10 years. The bidder must attach Completion Certificates in the case of completed contracts, or a copy of the Letter of Award as well as a signed Recommendation Letter from the Client on the Clients letter head for those projects currently being executed. This information shall be deemed to be material to the adjudication of the Contract. A copy of the Completion Certificate for each completed project must be attached, or a copy of Letter of Award for those projects currently being executed, **otherwise the bid shall be deemed non-responsive.**

YEAR COMPLETED														
VALUE OF WORK (incl VAT)														
NATURE OF WORK														
PROJECT NAME														
EMPLOYER (NAME & TEL NO)														

SIGNED ON BEHALF OF THE TENDERER:

T2.1.8 G: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S

The Tenderer must state below the key management staff **who are permanently employed by the Tenderer** or who are contractually committed to the tenderer for this contract and who are intended for use on this appointment. Relevant detailed CV's including certificates for qualifications as well as indicating previous experience **must be attached**. Note the **Eligibility** requirements in Clause F.3.8.1.

POSITION	NAME	ROADS RELATED EXPERIENCE (YRS)	Professional Registration No. with ECSA / SACPCMP
<u>Contracts Manager</u> Minimum Years' experience in roads construction or maintenance with qualification criteria as required dependant on your on your CE Grading Class			
<u>Site Agent 1</u> Minimum Years' experience in roads construction or maintenance with qualification criteria as required dependant on your on your CE Grading Class			
<u>Site Foremen 1</u> Minimum Years' experience in roads construction or maintenance with qualification criteria as required dependant on your on your CE Grading Class			
<u>Site Foremen 2</u> Minimum Years' experience in roads construction or maintenance with qualification criteria as required dependant on your on your CE Grading Class			
<u>OHS Manager</u> A Minimum of 5 Years or more experience in the OHS environment on Roads Projects with a Professional registration at SACPCMP			

Should the Tenderer wish to be awarded more than one project appointment, separate Site Agents and OHS Officers are required for each appointment.

SIGNED ON BEHALF OF THE TENDERER:

T2.1.9 H: JOINT VENTURE DISCLOSURE FORM

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership must be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in **Form B: Certificate of Authority for Signatory** as well as in the Joint Venture Agreement.

SIGNED ON BEHALF OF THE TENDERER:

T2.1.10 I: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

“Competent person” means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

Tenderers shall answer the questions below:

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

Signature : : Name :

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

- 4 Provide details of proposed training (if any) that will be undergone:

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

5 List potential key risks identified and measures for addressing risks:

.....
.....

Note: The successful tenderer must submit a project specific Occupational Health and Safety Plan approved by the Client within 14 days of being allocated the works assignment /Work Package.

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

Signature: Name:

ID No.:

T2.1.11 J: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)

Tenderers who are **registered** with the Bargaining Council for the Civil Engineering Industry (BCCEI) should submit **proof** with this tender. The tenderer will be required to submit proof of good standing prior to any works assignments being allocated.

In the case of Joint Ventures, proof must be provided for **each partner**.

This applies to contractors in all CIDB grading levels.

SIGNED ON BEHALF OF THE TENDERER:

T2.1.12 K: 3 YEARS FINANCIAL STATEMENTS

Tenderers should provide Annual Financial Statements for the last three (3) Financial Years.

The Tenderer might be required to provide additional documentation with regards to financial stability and capability to evaluate the Tenderer's capacity.

In the case of Joint Ventures, proof must be provided for **each partner**.

This applies to contractors in all CIDB grading levels.

SIGNED ON BEHALF OF THE TENDERER:

T2.1.13 FORM T2.2R: 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 with the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*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 _____

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

T2.1.14 SBD 4: BIDDERS DISCLOSURE

1. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars

.....
.....

3 DECLARATION

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

I, _____ the _____ undersigned, _____ (name)

_____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Position

Name of Bidder

TENDER NO. SCMU10-25/26-0005

INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

C1.2 Contract Data

<p>CONTRACT</p> <p>PART 1 (OF 4) : AGREEMENTS AND CONTRACT DATA</p>

TENDER NO. SCMU10-25/26-0005

INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

C1.2: CONTRACT DATA (PART 1)		
PART 1 : DATA PROVIDED BY THE EMPLOYER		
CONDITIONS OF CONTRACT		
The General Conditions of Contract for Construction Works (Third Edition 2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.		
CONTRACT SPECIFIC DATA		
The following contract specific data, amendments, additions, or omissions are applicable to this Contract.		
No.	Clause	Description
1	1.1.1.11	The Contract Sum will be determined for each Works Assignment.
1	1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion for each works assignment.
2	1.1.1.14	The total Database contract duration is for 3 years, with the time for completing each Works assignment to be determined individually on an <i>ad-hoc</i> basis. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contractors CIDB Grading inclusive of VAT.
3	1.1.1.15	The Employer is GAP Infrastructure Corporation (Pty) Ltd.
4	1.1.1.16	The Client's Agent is the Implementing Agent, to act on behalf of the Department, duly authorised to this position in writing.
6	1.1.1.26	The Pricing Strategy will be a Re-measurement Contract
7	1.1.1.35	Add the following Clause 1.1.1.35 "Value of Works" means the value of Works certified by the Employers Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
8	1.2.1.2	The Client's Implementing Agent address for receipt of communications and notices at Tender Stage is: Name: Mr. Philip Loots E-mail: philip@gic.co.za Address (Physical): GAP Infrastructure Corporation (Pty) Ltd. 1st Floor Acacia House, Palms Square Business Park, Bonza Bay Road EAST LONDON 5241

No.	Clause	Description
9	1.2.1.2	<p>The Client's Implementing Agent address for receipt of communications and notices at Construction Stage is:</p> <p>Name: Mr. Meyer Hauptfleisch</p> <p>E-mail: meyer@gic.co.za</p> <p>Address (Physical): GAP Infrastructure Corporation (Pty) Ltd. 1st Floor Acacia House, Palms Square Business Park, Bonza Bay Road EAST LONDON 5241</p>
10	1.3.6	<p>Add the following as 1.3.6</p> <p>"The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract."</p>
11	1.3.7	<p>Add the following as 1.3.7</p> <p>"All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Framework Contract or after termination thereof without the prior written consent of the Employer."</p>
12	2.4.1	<p>Add the following:</p> <p>"In the event of any ambiguity, conflict, or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> 1. Contract Data 2. General Conditions of Contract (GCC 2015) 3. Project Specifications 4. Working Drawings 5. Standard Specifications of Roads and Bridgeworks (1998) 6. Departmental guidelines and manuals/prescripts 7. Schedule of Quantities
13	3.2.3	<p>The Client's Agent shall obtain specific approval from the Client before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ul style="list-style-type: none"> • Nominating the Employers Agent's Representative in terms of Clause 3.2.1 • The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7 • Authorising the Contractor to repair and make good, excepted risks in terms of Clause 7.5.5 • The issuing of variation orders in terms of Clause 6.3.2 • The Suspension of the Works in terms of clause 5.11.2 • The issuing of an instruction to accelerate progress in terms of Clause 5.12.4 • The approval of any extension of time for completion in terms of Clause 5.12.1 • The reduction of a penalty for delay in terms of Clause 5.13.2 • The issuing of penalties in terms of Clause 5.13 • The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4 • The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5 • The agreeing of the adjustment of the sums for general items in terms of Clause 6.11

No.	Clause	Description
14	3.2.4	Delete the last sentence of the Clause
15	3.3.6	Add the following: “The time limit for referring the matter to the Client’s Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Client’s Agent’s Representative”.
16	4.3.1.2	<p>Add the following new sub-clause</p> <p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 to the Act : <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer’s Health and Safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor’s Health and Safety Plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”

No.	Clause	Description
17	4.3.3	Add the following new sub-clause: “4.3.3 The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Works assignment.”
18	4.9.2	Add the following as 4.9.2 “In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.”
19	4.9.3	Add the following as 4.9.3 “When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 4.9.1 and 4.9.2 in respect of constructional plant brought to the site by the subcontract.”
20	5.3.1	Works assignments will allocated to the Contractor as and when required. The duration of each assignment will be formulated prior to award of each assignment. The Implementing Agent will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The documentation required before commencement with Works Assignment are: An approved, Works Assignment specific Health and Safety Plan (Refer Clause 4.3) Works Assignment Construction programme (Refer Clause 5.6) Security/Performance Guarantee for the Works Assignment (Refer Clause 6.2) Insurances (Refer Clause 8.6) for the Works Assignment Signed agreement in terms of Section 37.2 of the OHS Act, 1993 Proof of registration on the Central Suppliers Database with “ Tax Compliant ” status A valid Letter of Good Standing from the Compensation Commissioner or FEMA A valid Letter of Good Standing from the Bargaining Council (BCCEI)
21	5.3.2	The time to submit the documentation required before commencement with Works Assignment is within 14 days of being Awarded a Works Assignment
22	5.8.1	The special non-working days are statutory public holidays, Saturdays, Sundays and the year-end break, as determined by SAFCEC. These days will be included for time calculations. Due to the contract being a maintenance contract, the contractor shall provide a full service during all special non-working days.
23	5.8.2	Add the following to Clause 5.8.2: “The cost of supervision by the Employers Agent or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 42391 of 12 April 2019 shall be to the Contractor’s account.”
24	5.11.1	<i>In the third line, after the word “progress”, insert “or alter the order”.</i>
25	5.12.1	Delete the contents of the Clause and replace with the following: “There will be no extension of time unless agreed to by all parties in writing.”

No.	Clause	Description
26	5.12.2.2	<p>Add to Clause 5.12.2.2:</p> <p>“The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <ul style="list-style-type: none"> • 2 working days per month for the months of May to October • 3 working days per month for the months of November to April <p>It should be noted that due to the Contract being a fixed term contract, there will be no extension of time awarded. The recording of abnormal climate conditions are for record purposes only.”</p>
27	5.13	<p>Add the following new sub-clauses:</p> <p>“5.13.3 The provisions of sub-clause 5.13.1 shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.</p> <p>If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 5.13.1 to 5.13.4 shall be deducted on a monthly basis from the Payment Certificates and will be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Sub-clauses 5.13.1 to 5.13.4 shall not limit the Employer’s Agent nor Employer’s right to act in terms of Sub-clause 9.2.</p> <p>5.13.6 The Contractor should notice that the following fines apply for non-conformance with the Project Specifications:</p> <ul style="list-style-type: none"> • As per Clause C3.3.2.2 for Establishment and Late Completion • As per Clause B1502 (j) for Accommodation of Traffic. • As per Clause B13011 for Occupational Health and Safety nonconformities. • As per Clause B12016 for Environmental nonconformities • As per clause C3.3.2.3 for utilization of ME’s • As per clause C3.3.2.4 for utilization of Local Labour
28	5.14.5.5	<p>Delete Clause 5.14.5.5 and replace with:</p> <p>“Insurance of the works shall continue until the certificate of completion for the Works assignment under consideration is completed.”</p>
29	5.16.3	<p>The Latent Defects Liability Period is 10 years measured from the date of the Certificate of Completion.</p>
30	6.2.1	<p>Delete Clause 6.2.1 and replace with:</p> <p>“A Performance Guarantee is required prior to commencement of any Works ONLY for assignments exceeding R 1m awarded from this Appointment, unless specifically requested by the Employer.”</p>
31	6.3.1	<p><i>In the fifth line, after the word “shall”, insert “with the approval of the Employer”.</i></p>
32	6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%</p>

No.	Clause	Description
33	6.10.1.9	Add the following new clause: "The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix C, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided.
34	6.10.3	The percentage retention on the amounts due to the Contractor is 5% of the Contract Price (excluding VAT) per works assignment and 50% is to be released at the at the end of the twelve month defects liability period.
35	7.2.1	Add the following at the end of the paragraph: "subject to approval of the Employers Agent".
36	7.8.2.2	In subsubclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
37	8.2.2.3	Add the following to the end of Clause 8.2.2.3 "risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks".
38	8.6	Delete Clause 8.6 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works assignment effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: <ul style="list-style-type: none"> (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1) <ul style="list-style-type: none"> (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of <ul style="list-style-type: none"> (aa) the Value of the works set out, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability insurance from the Commencement Date for the Works assignment to the date of the Certificate of Completion (applicable to a specific awarded Works assignment) or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 20 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract: Provided that <ul style="list-style-type: none"> (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1 (Excepted Risks), and

No.	Clause	Description
		<p>(ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties.</p> <p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are affected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance for a specific Works assignment.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p> <p>(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.</p>
46	9.2	<p>DELETE AND REPLACE WITH:</p> <p>"9.2 Termination by Employer:</p> <p>9.2.1 If:</p> <p>9.2.1.1 Application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or is placed under business rescue (whether by resolution or court order);</p> <p>9.2.1.2 The Contractor makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or if the Contractor assigns the Contract without having first obtained the Employer's written consent, or if execution is levied on his goods, then the Employer may (with specific reference to this Clause) terminate the Contract."</p> <p>9.2.2 If:</p> <p>9.2.2.1 After giving effect to Clause 3.2.2, the Employer's Agent certifies, in writing, to the Employer and to the Contractor, with specific reference to this Clause, that the Contractor;</p> <p>9.2.2.2 Has abandoned the Contract; or</p> <p>9.2.2.3 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation; or</p> <p>9.2.2.4 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works (other than in terms of Clause 5.11.1) for fourteen (14) consecutive days after receiving from the Employer's Agent written notice to proceed; or</p> <p>9.2.2.5 Has failed to proceed with the Works in accordance with the approved programme, or in the absence of an approved programme, in the Employer's agent's opinion; or</p>

No.	Clause	Description
		<p>9.2.2.6 Has failed to remove Plant or materials from Site, or to demolish and redo work, within fourteen (14) days after receiving from the Employer's Agent written notice that the said Plant, materials, or work have been condemned and rejected by the Employer's Agent in terms of these conditions; or</p> <p>9.2.2.7 Is not carrying out the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or</p> <p>9.2.2.8 Anyone, on his behalf has paid, offered, or offer as payment, to any person in the employ of the Employer or to the Employer's Agent, or any person in the employ of the Employer's Agent, a gratuity or reward or commission; or</p> <p>9.2.2.9 Has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract;</p> <p>then the Employer may, after giving fourteen (14) days written notice to the Contractor, (with specific reference to this Clause) to remedy the default, terminate the Contract."</p> <p>9.2.3 When the Contract is terminated, the Employer may order the Contractor to vacate the Site and hand it over to the Employer. The Employer may then enter the Site and the Works and expel the Contractor therefrom without thereby affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract. The Employer may complete the Works himself, or may employ another contractor to complete the Works, and the Employer, or such other contractor, may use for such completion as much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper. If, Clause 9.2.1.1 is not applicable, the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances, the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site based on a right of retention until amounts due to him have been paid and neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, the Contractor shall, upon demand, pay to the Employer the difference. This sum shall legally be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly;</p> <p>provided that, should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.</p> <p>9.2.4 If the provisions of Clause 9.2.11 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator or business rescue practitioner, and the rights and obligations vested in, or binding on the Contractor, shall vest in or be binding on the estate under sequestration, liquidation, or business rescue."</p>
47	9.2.1.3.6	<p>Add the following at the end of the paragraph:</p> <p>On completion of each works assignment, the Contractor will be evaluated by a panel consisting of the District Roads Engineer, District Manager and Head of Supply Chain in the specific District. Should the work not have been conducted to a satisfactory standard (within time, budget and to the required specifications) the Department shall have the right to decide not to award any further Work assignments to the said contractor and remove said contractor from this Framework Appointment.</p>
48	10.5.2	Disputes shall be referred to <i>ad hoc</i> Adjudication.

TENDER NO. SCMU10-25/26-0005

INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

C3.1 Description of the works

<p>CONTRACT PART 3 (OF 4) : SCOPE OF WORKS</p>
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TENDER NO. SCMU10-25/26-0005

INVITATION FOR THE APPOINTMENT OF A CONTRACTOR'S DATABASE TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS ROADS PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 3 YEARS

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to ensure that experienced contractors on **CIDB grading 6CE - 9CE** be appointed via the database for service providers for various roads projects on an as and when required basis (*ad hoc*). The work on unsurfaced and surfaced roads in various areas is not yet quantified and will be determined after the database have been compiled. Works assignments will be determined by the Client.

The Database Appointments will be valid for a period of 36 months. The time for completing each Works assignment is to be determined individually on an ad-hoc basis. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contractors CIDB Grading inclusive of VAT.

The following sets out the proposed procedure that is to be followed when a Works assignment is required:

Works Assignment

A minimum of one and maximum of four eligible Contractors will be appointed via the database. Once contractors are awarded into the database, work assignments will be issued. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contractors CIDB Grading inclusive of VAT. Requests for quotations detailing scope of works will be issued to ALL contractors appointed in an LMA.

The RFQ's will provide an accurate scope of works with real quantities which will allow for more accurate pricing. Contract price Adjustment will be applicable to payment certificates (6.8.2)

The Implementing Agent shall have the right to decide not to award any further works assignments to a non-performing contractor and remove said contractor from this database.

Works

The Works will be undertaken in accordance with the relevant standard and project specifications, or as instructed by the Client's Agent. The Contractor is to commence work within 14 days of being instructed by the Implementing Agent or such a time as agreed to in writing.

Should the Contractor not perform within the specified response and completion times or not conduct the said works with "due diligence", penalties will be applied as set out in Section C3.3.2 and the Department shall have the right to decide not to award any further works assignments to the said contractor.

C3.1.2 OVERVIEW OF THE WORKS (SCOPE)

The road construction activities will ensure that provincial gravel and surfaced roads, as well as road reserves are maintained to a level of serviceability as set out in the applicable RFQ documents.

The database contract will be **valid for 36 months** and the Works will consist of routine and periodic road maintenance tasks on the Provincial Road Network within the respective provincial area.

Any Works assignment issued prior to the expiry of the 36 month database contract will be enforceable until the completion of that Works assignment, even if such completion date is after the expiry of the 36 month database contract.

C3.1.3 LOCATION OF THE WORKS

The site comprises of selected provincial roads (surfaced and unsurfaced) within the Eastern Cape demarcated area.

The term "Site" as defined in the General Conditions of Contract 2015, will comprise the full road reserve width as identified by the District Roads Engineer. The "Site" will also include land not provided by the Employer where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the provision that the land selected for this purpose be approved by the Employers Agent. The Contractor must make his own arrangements for the use of such land and must obtain written approval from the owner(s) concerned.

APPENDIX A LOCALITY PLAN

