

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION OF STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.



PROCUREMENT DOCUMENT

DECEMBER 2024

ISSUED BY:

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

NAME OF TENDERING ENTITY:

ADDRESS:

TEL. NO. FAX NO

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

R



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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Part T1.1 Tender Notice and Invitation to Tender

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

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

TENDER NUMBER	SERVICE	CIDB	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 15/12/2024	The calibration of static weigh scale at four (4) provincial weigh bridges and DLTC vehicle testing station for a period of thirty-six (36) months	No CIDB grading required	Venue: Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street Koedoespoort Pretoria Date: 15 January 2025 Time: 10h00 NB: Failure to attend the compulsory briefing session will result in disqualification of the bidder	Date: 05 February 2025 Time: 11H00 Tender Box GAUTENG DEPARTMENT OF ROADS AND TRANSPORT, Ground Floor, Life Centre Building, 45 Commissioner Street, Johannesburg.



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The Gauteng Department of Roads and Transport adhere to all relevant Acts including but not limited to, the Constitution of the Republic of South Africa of 1996, the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998 and the Public Finance Management Act No 1 of 1999.

Gauteng Department of Roads and Transport will apply the 80/20 preference point system in terms of Regulation 5 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022).

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

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

- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document, which must be signed by all parties to the agreement detailing the percentage (%) split between the parties and portion/s of work to be shared.
- Complete and sign Standard Bidding Document 4 and 6.1 - which forms part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above:
 - The attendance register must be completed and will be used as proof of your attendance.
 - Tenderers that do not attend the compulsory pre-bid meeting / site meeting will be disqualified.
 - The representative attending the compulsory pre-bid meeting / site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium/Trust.

OTHER KEY RETURNABLES:

- Tax Compliance Status Pin that will grant a third-party access to the bidder's Tax Compliance Status (A trust, consortium or joint venture must submit a Tax Compliance Status Pin of each partner in the trust, consortium, or joint venture).
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa
- Central Supplier Database (CSD) registration summary report
- Certified ID copies of company directors or members and shareholders.
- Workmen's Compensation registration certificate (or proof of payment of contribution in terms of the COID Act no. 130 of 1993)

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FUNCTIONALITY EVALUATION:

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

FUNCTIONALITY CRITERIA		
Company relevant experience (Max 50 points) (Failure to submit required calibration verification accreditation will result in the bidder scoring zero points)	Capacity (Max 30 points) (Failure to submit Works Supervisor(s) accreditation certificate will result in the bidder scoring zero points)	Equipment and Parts (Max 20 points) (Failure to submit proof of Original Equipment Manufacturer verification certificates will result in the bidder scoring zero points)
<p>Calibration verifications completed in the last 5 years with the following accreditation: SANS 10343 and 10216: No points shall be awarded for Certificate and/or accreditation that falls beyond the five (5) year period. (Max 50 points)</p> <ul style="list-style-type: none"> • 15 or more calibration verifications (50 points) • 10 to 14 calibration verifications (25 points) • 1 to 9 calibration verifications (10 points) • No calibration verifications (0 points) 	<p>Works Supervisor(s) must be SANS 10343 and 10216 accredited: (Max 30 points)</p> <ul style="list-style-type: none"> • Supervisor(s) with SANS accredited certificates: 10343 and 10216 i.e. One Supervisor in possession of both accreditations OR two supervisors each in possession of one of the two accreditations provided both accreditations are covered. (30 points) • Supervisor(s) without SANS accredited certificate: 10343 and 10216 (0 points) 	<p>Sourcing of facility static scale equipment and parts: (Max 20 points)</p> <ul style="list-style-type: none"> • Proof of all equipment and parts sourced from SANS accredited manufacturer(s) (20 points) • No proof of all equipment and parts sourced from SANS accredited manufacturer(s) (0 points)



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	<ul style="list-style-type: none"> Supervisor(s) with one SANS accreditation certificate (0 points) <p>Bidders to attach certified copies of valid Certificates of Accreditation</p>	
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PRICE AND PREFERENCE POINT SYSTEM EVALUATION:

In terms of Preferential Procurement Regulation of 2022, the department will be applying the 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 will be allocated for the Specific Goals specified in this tender.

AREA POINTS	POINTS (80/20)
Price	80
Preference Point – Specific Goals	20
Total points for Price and Preference Points	100

Specific Goals Requirements:

To qualify for Specific Goal points, Bidders must provide evidence of ownership of 51% or more per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.



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Bidders who fail to submit valid B-BBEE credentials will forfeit their preference points.

SPECIFIC GOALS	PROOF OF EVIDENCE	POINTS (20)
HDI	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1
Woman	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than three (3) months in the name of the Bidder or proof of a valid lease agreement in the name of the Lessee signed by both parties.	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	2



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Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- The Department is requesting the B-BBEE credentials to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

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

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

Bidders should note the following:

- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- The tenderer must be able to furnish proof of currently valid SANS 10259 accreditation to verify weigh equipment and the Tenderer must be able to legally issue a valid verification certificate for mass measuring bridges according to SANS 10343. This accreditation and ability must be kept valid for the duration of this contract.
- Only suppliers who are registered on the National Centralised Supplier Database (CSD) will be considered for appointment.
- Potential suppliers must note that in terms of the departmental policy, the Department reserves the right to restrict a person from doing business with government in accordance with National Treasury's PFMA SCM Instruction No. 03 of 2021/22 dated 31 March 2022, in the event that the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 90 days (excluding public holidays) However, the Department reserves the right to request all bidders to extend such validity period should the need arise. "Failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission".



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- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.

Please Note:

1. Amounts written in words take precedence over amounts in figures, in case of any discrepancy.
2. Bidders are required to sign a bids submission register which will be handled by the security officer.

OBTAINING TENDER DOCUMENTS

Prospective tenderers can download and print their own version of the tender document (free of charge) by accessing the E-Tender Publication Portal website (www.etenders.gov.za). Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date and time. Documents will be available on the E-tenders publication portal from **13 December 2024**.

Enquiries relating to the bid document may be directed to Tel: 011 355 7271: Email: **Jabulani.limekhaya@gauteng.gov.za**

All technical enquiries may be directed to: Email: **Eyase.ramokhoase@gauteng.gov.za**



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BID SUBMISSION:

Bidders must complete and submit all the required pages of the tender document, as published. The submission of bids either electronically, or by telegraphic, telephone, telex, facsimile, emails or similar apparatus will **NOT** be accepted.

Bid submissions must be clearly marked "**TENDER No. DRT 15/12/2024: The calibration of static weigh scale at four (4) provincial weigh bridges and DLTC vehicle testing station for a period of thirty-six (36) months**" and bid documents must be submitted in a sealed envelope and deposited into the Tender Box situated at the Gauteng Department of Roads and Transport, Ground floor, Life Centre Building 45 Commissioner Street, Johannesburg by the closing date and before the closing time. **Late bids will NOT be accepted.**

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the ground floor, Life Centre Building, 45 Commissioner Street, Johannesburg, by no later than 11h00 on the 05 February 2025



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Part T1.2 Tender Data

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

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

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Clause number			
C.1	General		
C.1.1	The employer is the Department of Roads and Transport, Chief Directorate Traffic Engineering of the Gauteng Provincial Government, Private Bag X83, Marshall Town.		
C.1.2	The Tender Documents issued by the employer comprise the following documents:		
	THE TENDER		
			Page
	PART T1	TENDERING PROCEDURES	T1.1
	T1.1	Tender Notice and Invitation to Tender	T1.2
	T1.2	Tender Data	T1.5
	T1.3	Standard Conditions of Tender	T1.8
	PART T2	RETURNABLE DOCUMENTS	T2.1
	T2.1	List of Returnable Schedules and Certificates	T2.1
	T2.2	Returnable Schedules and Certificates	T2.2
	T2.3	Returnable Schedules Required for Evaluation of Tender Offers	T2.3
	<u>CONTRACT</u>		
	PART C1	AGREEMENT AND CONTRACT DATA	C1.2
	C1.1	Form of Offer and Acceptance	C1.2
	C1.2	Contract Data	C1.6
	PART C2	PRICING DATA	C2.1
	C2.1	Pricing Instructions	C2.2
	C2.2	Bills of Quantities	C2.3
	PART C3	SCOPE OF WORK	C3.1
	C3.1	Background and objective	C3.2
	C3.2	Requirements	C3.2
	C3.3	General Information	C3.3
	PART C4	PRICING DATA	C4.1
	C4.1	Pricing Instructions	C4.2
	C4.2	Bills of Quantities	C4.3
	PART C5	SCOPE OF WORK	C5.1
	C5.1	Background and objective	C5.2
	C5.2	Requirements	C5.2
	C5.3	General Information	C5.3
	PART C6	SITE INFORMATION	
	C4.1	Bapsfontein Weigh Bridge	

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- C4.2 Boekenhoutskloof Weigh Bridge
- C4.3 Pinehaven Weigh Bridge
- C4.4 Meyerton Weigh Bridge
- C4.5 Temba Vehicle Testing Station
- C4.6 Mabopane Vehicle Testing Station

Part C7 : Appendices

C.1.6	Procurement procedures
C.1.6.1	General
	The Procurement document as issued by the Department may NOT be taken apart by bidders for purpose of submitting the Tender. In the case of the Request for Tender downloaded from the internet, the onus is on the bidder to submit a complete procurement document with no missing pages.
C.2.7	The arrangements for a compulsory clarification meeting are as outlined in the published Tender Notice and Invitation to Tender. Tenderers must sign the attendance register provided by the Department at the briefing in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations
C.2.12	Alternative tenders will NOT be accepted.
C.2.13	Submitting a tender offer
C.2.13.1	Submit a tender offer only, to provide the whole of the works, identified in the contract data and described in the scope of works.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.
C.2.13.3	The complete Tender Document shall be returned with the tender, including all Parts as listed in C.1.2 above. Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies. Tender Document submission as noted per Tender Notice and Invitation to Tender.

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C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Ground Floor of Life Centre Building Physical address: 45 Commissioner Street, Johannesburg. Identification details: TENDER NUMBER: DRT 15/12/2024 The calibration and static weigh scale at four (4) provincial weigh bridges and DLTC vehicle testing station for a period of thirty-six (36) months and the closing date and time of the tender.</p>
C.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.</p>
C.2.16	The tender offer validity period is 90 days.
C.2.16.1	Hold the tender offer valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.3	The employer's undertakings
C.3.5	<p>Two-envelope system</p> <p>A two-envelope system will not be used</p>
C.3.8.2	<p>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:</p> <ol style="list-style-type: none"> detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, significantly 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.
C.3.11.1	<p>Functionality</p> <ul style="list-style-type: none"> Functionality will be scored out of 100 points and the minimum threshold to qualify is 60 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation.
C.3.11.2	In terms of Preferential Procurement Regulation of 2022, the department will be applying the 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 will be allocated for the Specific Goals specified in this tender.
C.3.13.1	Tender offers will only be accepted if:

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	<p>a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations</p> <p>b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges.</p> <p>c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>d) the tenderer has not:</p> <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; and <p>has completed the Compulsory Enterprise Questionnaire and that there are no conflict of interest which may impact on the tenderer's ability to perform the contract in the best interests of employer or potentially compromise the tender process</p>
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Part T2.1 List of Returnable Documents

1 Documents required for tender administrative purposes

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Certificate of Authority
- Schedule of Proposed Subcontractors
- Schedule of recently completed and current contracts
- Occupational Health and Safety Act: Statement by Tendering Entity
- Experience of Key Staff and number of Staff employed
- Quality management questionnaire
- Tenderer's Bank Details

2. Returnable Schedules required for tender evaluation purposes

- Tax Clearance Certificate for Tenders
- Form of Intent to Provide a Form of Guarantee
- Registration with Construction Industry Development Board
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest
- SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- Tenderer's Litigation History

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

- B-BBEE Verification Certificate
- Contract Participation Goal: Direct Participation of Targeted Labour
- Contract Participation Goal: Direct Participation of Targeted Enterprises

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

5 C1.2 Contract Data (C1.2.3)

6 C2.2 Bill of quantities

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

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

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

*insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise
name

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

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Certificate of Authority

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

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

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

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Schedule of Proposed Subcontractors

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

Schedule of recently completed and current contracts

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

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

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



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List all current contracts not complete at the time

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of commencement	Date of expected Completion*
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

*Date when defects liability period commenced

Signed

Date

Name

Position

Enterprise
name

.....

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Schedule of 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. **(Attach vehicle registration documents as proof of ownership)**

Description, size, capacity, etc.	Quantity

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable. **(Attach a letter of intent from Rental Companies)**

Description, size, capacity, etc.	Quantity



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Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Occupational Health and Safety Act: Statement by Tendering Entity

I, duly authorised

to represent (company name)

in my capacity as

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

.....

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

Signed Date

Name Position

Tenderer

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Tenderer's Bank Details

Notes to tenderer:

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

The tenderer shall provide the following:

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

SIGNED BY TENDERER:

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Schedule of Tenderer's Litigation History

Note to tenderer:

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

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

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Tax Clearance Certificate for Tenders

The tenderer is to affix to this page:

A Valid Tax Clearance Certificate for Tenders issued by the South African Revenue Services (S.A.R.S.) in the Name of the Tendering Entity indicating the Trading Name.

Note:

Failure to affix such certificate may result in this tender not being considered for the award of the contract

This certificate must still be valid on the closing date of this tender.

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Form of Intent to Provide a Form of Guarantee

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

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

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

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Certificate of Insurance Cover

Note to tenderer:

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

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

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

SIGNED BY TENDERER:



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SBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DRT 15/12/2024	CLOSING DATE:	05 February 2025	CLOSING TIME:	11H00
DESCRIPTION	The calibration and static weigh scale at four (4) provincial weigh bridges and DLTC vehicle testing station for a period of thirty-six (36) months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Roads and Transport 45 Commissioner Street Life Centre Building Ground floor Johannesburg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jabulani Limekhaya		CONTACT PERSON	Eyase Ramokhoase	
TELEPHONE NUMBER	(011) 355 7271		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Jabulani.limekhaya@gauteng.gov.za		E-MAIL ADDRESS	Eyase.ramokhoase@gauteng.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

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SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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.

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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

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.

² Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position Name of bidder

.....

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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng Province	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	2	

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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

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directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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Part C1 Agreements and Contract Data

C1.1 .1 FORM OF OFFER

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

Sir,

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

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

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

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

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

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Yours faithfully

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

CAPACITY:

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

Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

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C1.1.2 FORM OF ACCEPTANCE

To _____

_____ (*Name of successful tenderer*)

Dear Sir,

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. It is our pleasure to inform you that the Department of Roads and Transport (the Employer) accepts your offer for the.....Cluster in the amount of R..... (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule).

.....

..... (in words)

(R in figures)

2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),
Part C2: Pricing Data,
Part C3: Scope of the Work,
Part C4: Site Information, and
Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.

- a) Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation state "There are no deviations, variations or changes to the documents." Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.*)
- b) Within 14 calendar days of the date of this form of acceptance (including the schedule of deviations if any) you shall deliver to the Employer:

- Performance Security (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 10% calculation shall be based on the accepted contract

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

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

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

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

Signature Date.....

Name

Capacity

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

Name and.....

Signature of

Witness..... Date.....

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C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

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

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C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

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

PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

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

PART B: PARTICULAR CONDITIONS OF CONTRACT

Note to tenderer:

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

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

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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

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

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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

1.1 Definitions

1.1.1 The Contract

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

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

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

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

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

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

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

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

1.1.2 Dates, Tests, Periods and Completions

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

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

1.2 Interpretation

“The expression “written”, “in writing”, “notify”, “the giving of notice”, “giving consent”, “as instructed” or “at the request of” means that communication, either hand-written or printed by whatever means, including transmission by telefax or e-mail, and resulting in a permanent record. However, such notice,

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instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings.”

1.3 Priority of Documents

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

1.4 Contract Agreement

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

1.5 Assignment/Cession

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

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

1.7 Performance Security

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

1.8 Safety Procedures

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

1.9 Rights of Way and Facilities

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

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1.10 Contractor's Equipment

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

1.11 Protection of the Environment

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

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

1.12 Security of the Site

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

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

1.13 Fossils

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

1.14 Working Hours

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

1.15 Health and Safety

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

1.16 Indemnity by Contractor

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

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

1.17 Commencement of Work

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

1.18 Delay Damages

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

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

1.19 Taking Over of Parts of the Works

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

1.20 Clearance of Site

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

After the issue of the Taking-Over Certificate".

1.21 Evaluation

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

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1.22 Variation Procedure

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

1.23 Provisional Sums

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

1.24 Day work

The following procedure shall apply.”

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

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

1.25 Adjustments for Changes in Costs

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

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

1.26 Application for Interim Payment Certificates

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

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

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

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

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

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

1.27 Plant and Materials intended for the Works

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

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

1.28 Termination by the Employer

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

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

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1.29 Employer's Risks

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

1.30 General Requirements for Insurances

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

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

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

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

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

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

1.31 Settlement of Disputes

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-clause 20.3(f).

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- (c) The Engineer shall
- i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
 - ii) deliver his decision in writing to the Employer and to the Contractor, and
 - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph (c)(ii) or after the decision is deemed to have been given in terms of sub-paragraph (c)(iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
- i) within 28 days of receipt of notice of the Engineer's decision, or
 - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.
- If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.
- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

1.32 Mediation

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

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

- (i) the provisions of Sub-Clause 20.3 shall apply mutatis mutandis in the appointment of a successor, and
- (ii) in making his nomination in terms of this sub-clause, the president for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and

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- (iii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.
- (b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:
 - i) the Party himself, if a natural person,
 - ii) a partner in the case of a partnership,
 - iii) an executive director in the case of a company,
 - iv) a member in the case of a close corporation,
 - v) the Engineer,
 - vi) a bona fide employee of the party concerned, and
 - vii) a professional engineer appointed for the purpose by the Party concerned.
- (c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:
 - i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and
 - ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.
- (d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
- (e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.
- (f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.
- (g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by court proceedings.
- (h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.
- (i) Irrespective of the nature of the mediator's opinion:
 - (i) each Party shall bear his own costs arising from the mediation, and

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- (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

1.33 Reference to Court

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

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

1.34 Special Disputes

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

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

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

1.35 Continuing Validity

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

APPENDIX: General Conditions of Dispute Adjudication Agreement

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C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

APPENDIX TO TENDER

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

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

- Limit	Not Applicable
Minimum amount of interim payment certificate	Not Applicable
Contractor to insure with SASRIA	Applicable / Required
Appointment of DAB	Not Applicable
BEE Target values (CPG)	Not Applicable
Labour Content	Not Applicable
Sub-contractors	No Sub-contractors allowed
SMME/BE utilization	Not Applicable
Termination by Employer	Applicable
Suspension and Termination by Contractor	Applicable
Risk and Responsibility	Applicable
Insurance	Applicable / Required
Insurance for contractors work and equipment	Applicable / Required
General Public Liability cover for claims against the contractor	Applicable / Required
Insurance for contractors personnel	Applicable / Required

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SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is
.....
.....

Physical Address:
.....
.....
.....

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

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

The authorised and designated representative of the Contractor is:

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

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

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

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

Physical Address:
.....

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Email:

.....
.....

C1.3 OTHER STANDARD FORMS

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

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

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

.....

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF GUARANTEE

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

Note to tenderer:

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

- I/We , the undersigned, and
in our respective capacities as
and
and as such duly authorised to represent:
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*
do hereby hold at your disposal the amount of
(R.....) including VAT, for the due fulfilment by
(insert the name of Contractor) (hereinafter referred to as "the Contractor") of its obligations to The Department of Roads and Transport (hereinafter referred to as "Employer") in terms of the above stated contract between the Contractor and the Employer.

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2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof we declare ourselves to be fully conversant.

3. The Guarantor undertakes and agrees to pay to the Employer the said amount of R

 (R.....) including VAT, or such portion as may be demanded on receipt of a written demand from the Employer, which demand may be made by the Employer if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to the Employer any amount found to be due and payable to the Employer, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.

5. The said amount of R.....
 (R.....) including VAT, or such portion as may be demanded may be retained by the Employer on condition that after completion of the service, as stipulated in the contract, the Employer shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and
 - a) must be surrendered to the Guarantor at the time when the Employer accounts to the Guarantor in terms of clause 5 above, or
 - b) shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the General Conditions of Contract and
 - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.

7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT

ON THIS DAY OF 20

GUARANTOR:

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

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ADDRESSES 1 2
.....
.....

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

Annexure A

Occupational Health and Safety Act, 1993

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

NOTIFICATION OF CONSTRUCTION WORK

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

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(b) Name and telephone number of the designer's contact person:

.....

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

.....

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

.....

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

.....

8. Nature of construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

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

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

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....

.....

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.....

.....
PRINCIPAL CONTRACTOR

.....
DATE

.....
CLIENT

.....
DATE

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

C1.3.4 FORM OF BANKING DETAILS

Notes to Contractor:

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

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

Dear Sir

BANKING DETAILS

By signing this document we accept the following:

TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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

Account Name:

Bank:

Branch Name:

Branch Code:

Account Number:

Yours sincerely

.....

Authorised Signatory for

DATE: ‘

GAUTENG PROVINCIAL WEIGH BRIDGES

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

- 11 A Tender may be rejected if the unit rates or lump sums for some of the items in the Schedule of Quantities are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 12 All rates and sums of money quoted in the Schedule of Activities shall be in Rand and whole cents. Fractions of a cent shall be discarded.
- 13 CPI adjustments on rates and prices are applicable for the duration of the contract from the date of the second scheduled round of verifications.
- 14 **Anything offered in this tender must be type approval compliant for the equipment in use at the Gauteng Provincial Weigh Bridges Vehicle Testing Stations.**

C2.2 BILL OF QUANTITIES (WEIGH BRIDGES)

Contract bill of quantities (part of contract adjudication calculation)

TABLE A

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

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

SIGNED ON BEHALF OF TENDERER:

C2.3 RATES FOR SPECIAL MATERIALS

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

TABLE B

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

** See detail about screeners under General Information underneath

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

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

SIGNED ON BEHALF OF TENDERER:

C2.4 AD-HOC AND LABOUR RATES

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

TABLE C

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

SIGNED ON BEHALF OF TENDERER:.....



TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

PART C3: SCOPE OF WORK (WEIGH BRIDGES)

C3.1 BACKGROUND AND OBJECTIVE

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

C3.2 REQUIREMENTS

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

C3.2.1 Performance

C3.2.1.1 Initial condition assessment

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

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

C2.3.1.2 Load Cells

It is compulsory for the contractor to ensure availability of replacement load cells at short notice by keeping at least one such in stock for this contract. This is allowed for in the Bill of Quantities, item 8 and must be kept in stock until used in the contract maintenance. If used, stock must be replenished as allowed for in Table B. At the end of the contract plus the maintenance period, or if instructed to by the employer, the unused (stock item) load cell must be transferred to the employers inventory or as per instruction.

C2.3.1.3 Scheduled verification of static scales

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

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

C2.3.1.4 Unscheduled maintenance

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

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

C2.3.1.5 Instructions to perform ad-hoc work

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

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

C2.3.1.6 Penalties

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

C3.3 GENERAL INFORMATION PERTAINING TO THE TENDER

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

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

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

C3.3.2 Accommodation of Traffic at the sites:

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

C3.3.3 Services:

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

C3.3.4 Power Supply and other Services:

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

C3.3.5 Water supply during the contract period:

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

C3.3.6 Security

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

C3.3.7 Programme of the Work

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

C3.3.8 Screeners

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

VEHICLE TESTING STATIONS

PART C4: PRICING DATA

C4.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

- 25 A Tender may be rejected if the unit rates or lump sums for some of the items in the Schedule of Quantities are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 26 All rates and sums of money quoted in the Schedule of Activities shall be in Rand and whole cents. Fractions of a cent shall be discarded.
- 27 CPI adjustments on rates and prices are applicable for the duration of the contract from the date of the second scheduled round of verifications.
- 28 **Anything offered in this tender must be type approval compliant for the equipment in use at the Gauteng Provincial Vehicle Testing Station.**

C4.2 BILL OF QUANTITIES (VEHIVLE TESTING STATIONS)

Contract bill of quantities (part of contract adjudication calculation)

TABLE A

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

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

SIGNED ON BEHALF OF TENDERER:.....

C4.3 RATES FOR SPECIAL MATERIALS

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

TABLE B

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

** See detail about screeners under General Information underneath

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

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

SIGNED ON BEHALF OF TENDERER:.....

C4.4 AD-HOC AND LABOUR RATES

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

TABLE C

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

	Others (list below or attach if more space required)		
A			R
B			R
C			R

SIGNED ON BEHALF OF TENDERER:.....



TENDER NUMBER: DRT 15/12/2024 THE CALIBRATION AND STATIC WEIGH SCALE AT FOUR (4) PROVINCIAL WEIGH BRIDGES AND DLTC VEHICLE TESTING STATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

PART C5: SCOPE OF WORK (VEHICLE TESTING STATIONS)

C5.1 BACKGROUND AND OBJECTIVE

The main objective of the employer is to calibrate and/or certify the four (4) Gauteng Provincial Vehicle Testing Station at least one time for 36 months and to maintain them in operational condition for the validity period of the certification (12 months x 3 = 36 months + 6 months' maintenance thereafter) which must include the maintenance of the electrical distribution on the sites. This is to enable the Provincial Government to execute testing of motor vehicle roadworthiness at the sites.

C5.2 REQUIREMENTS

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

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

C3.2.1 Performance

C3.2.1.1 Initial condition assessment

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

C2.3.1.2 Scheduled verification of static scales

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

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

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

C2.3.1.4 Unscheduled maintenance

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

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

C2.3.1.5 Instructions to perform ad-hoc work

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

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

C2.3.1.6 Penalties

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

C5.3 GENERAL INFORMATION PERTAINING TO THE TENDER

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

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

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

C3.3.2 Accommodation of Traffic at the sites:

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

C3.3.3 Services:

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

C3.3.4 Power Supply and other Services:

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

C3.3.5 Water supply during the contract period:

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

C3.3.6 Security

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

C3.3.7 Programme of the Work

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

PART C6: SITE INFORMATION

Gauteng Provincial Weigh Bridges:

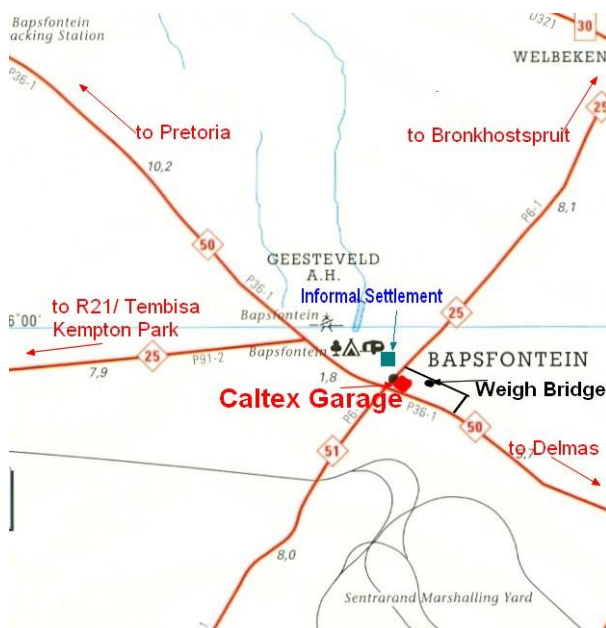
C6.1 Bapsfontein Weigh Bridge

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

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

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

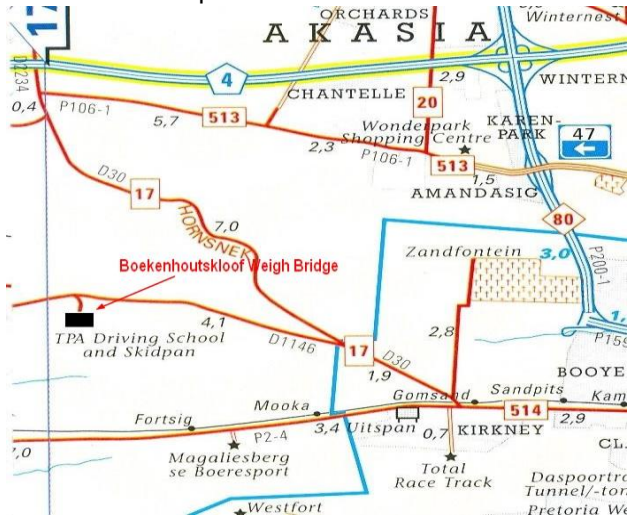
There is no telephone line installed.



C6.2 BOEKENHOUTSKLOOF WEIGH BRIDGE

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

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



C6.3 Pinehaven Weigh Bridge

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

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



C6.4 Meyerton Weigh Bridge

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

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



C6.5 MABOPANE VEHICLE TESTING STATION (VTS).

Located at the Mapobane Driver Learners Testing Centre.

C6.6 THEMBA VEHICLE TESTING STATION (VTS).

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