



**TENDER NUMBER: DRT 10/06/2022**

**SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT,  
EQUIPMENT, TOOLS, AND ACCESSORIES FOR ALL FIVE  
REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**PROCUREMENT DOCUMENT**

**October 2023**

**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:**

**BILL A: ALL 5 REGIONS R.....**



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **CONTENTS**

**Colour**

### **THE TENDER**

#### **PART T1 : TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER	White
T1.2	TENDER DATA	Pink

#### **PART T2 : RETURNABLE DOCUMENTS**

T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow
------	------------------------------	--------

### **THE CONTRACT**

#### **PART C1 : AGREEMENTS AND CONTRACT DATA**

C1.1	FORMS OF OFFER AND ACCEPTANCE	White
C1.2	CONTRACT DATA	White
C1.3	OTHER CONTRACT FORMS	White

#### **PART C2 : PRICING DATA**

C2.1	PRICING INSTRUCTIONS	Yellow
C2.2	BILL OF QUANTITIES	Yellow

#### **PART C3 : SCOPE OF WORK**

C3.1	SCOPE OF WORK	Blue
------	---------------	------

#### **PART C4 : SITE INFORMATION**

C4.1	SITE INFORMATION	Green
------	------------------	-------



## GAUTENG PROVINCE

ROADS AND TRANSPORT  
REPUBLIC OF SOUTH AFRICA

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

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 10/06/2022	Supply, maintain and repair of small plant, equipment, tools and accessories for all 5 regions in Gauteng for a period of three years	<p><b>Venue:</b> Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street Koedoespoort Pretoria</p> <p><b>Date:</b> 24 November 2023</p> <p><b>Time:</b> 10h00</p> <p><b>NB: Failure to attend site briefing will result in disqualification</b></p>	<p><b>Date:</b> 11 December 2023</p> <p><b>Time:</b> 11h00</p> <p><b>Tender Box:</b>  Gauteng Department of Roads and Transport, Ground floor, Life Centre Building.  45 Commissioner Street, Johannesburg.</p> <p>Tenderers are advised to timeously submit documents earlier than closing date to avoid crowding.</p> <p>Public in-person bid opening is prohibited. Tenderers are advised to regularly check e-Portal and Departmental Websites for publications and communication regarding bid opening.</p>

## COMPULSORY/MANDATORY TENDER REQUIREMENTS:

**Failure to submit the following required documents will render the bidder's tender disqualified:**

- **Complete, sign and submit** SBD forms, SBD 4, and SBD 6.1 which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document.

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

## OTHER KEY RETURNABLES:

- Tax registration pin code.
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Certified ID Copies of company members and shareholders
- CSD report or MAAA number

## FUNCTIONALITY EVALUATION:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 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:

<b>FUNCTIONALITY CRITERIA</b>		
<b>Company Experience</b> <b>(Max 40 points)</b>  Experience in supply, maintenance and repair of small plant, equipment, tools and accessories  <b>(Failure to submit required completion certificates or reference letters or paid invoices with delivery notes for the value of minimum of R500 000 of supply and delivery of small plant will result in the</b>	<b>Delivery Capability</b> <b>(Max 40 points)</b>  Letter of intent from suppliers should clearly indicate the following:  1. Service description 2. Manufacturer letterhead 3. Supplier details 4. Project reference number 5. Provision of warranty for all the	<b>Bank Rating</b> <b>(Max 20 points)</b>  <b>(Failure to submit proof of bank rating from the relevant bank will result in the bidder scoring zero points)</b>  <b>NB: The date of</b>

<p>bidder scoring zero points.</p>	<p>items for the duration of the project (36 months)</p> <p>6. Undertaking/commitment by the manufacturer to service, repair and maintain the small plant, equipment, tools and accessories for the duration of the project</p> <p>(Failure to submit a letter of intent from manufacturers will result in the bidder scoring zero points)</p>	<p>bank stamp must be less than 12 months from the date of the bid closure</p>
<p>(Submit completion certificates or reference letters or paid invoices with delivery notes)</p> <p>Value in supply, maintenance and repair of small plant, equipment, tools and accessories with contactable references within the past ten (10) years</p> <ul style="list-style-type: none"> <li>• Contract with the value of R9 million and More: <b>(40 points)</b></li> <li>• Contract with the value between R5 million and R 8,999million: <b>(30 points)</b></li> <li>• Contract with the value between R2 million and R4,999 million: <b>(20 points)</b></li> <li>• Contract with the value between R500.000 and R1,999million: <b>(10 points)</b></li> </ul>	<p>Letter of intent submitted: <b>(40 points)</b></p> <p>No letter of intent: <b>(0 points)</b></p> <p><b>NB: Letter of intent will only be considered for points if all the requirements above are complied with.</b></p>	<p>Rating A: <b>(20 points)</b></p> <p>Rating B: <b>(15 points)</b></p> <p>Rating C: <b>(10 points)</b></p> <p>Rating D to H: <b>(0 points)</b></p>

**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 of up to 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.

A maximum score of eighty (80) points will be allocated for Price quoted by the Bidder, as per Regulation 4 of PPR 2022. The identified Specific Goals are aligned to the Department's Procurement Development Plan and twenty (20) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

AREA POINTS	POINTS
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.

**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
Women	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 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

### 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 in order 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.

**THE PRINCIPLE OF THE “WORK-SPREAD MODEL” WILL BE IMPLEMENTED AS FOLLOWS AT THE TENDER EVALUATION:**

**(Bidders must complete Page 21: Schedule of recently completed and current contracts in the Department)**

- A bidder will be disqualified,
  - if the bidder has three (3) or more contracts that are currently in progress or have not been certified as practically complete at the time of tender closure with the Department; or
  - If the bidder has contract/s that amounts to more than R250 million which have a contractual remaining period of more than 12 months with the Department that are currently in progress or have not been certified as practically complete at the time of tender closure.

**OBJECTIVE CRITERIA:**

**1.The Department will apply their work spread model as objective criteria to multiple tenderers, irrespective of highest total number of points scored, which comprises the following:**

- 1.1 A tenderer will not be awarded more than two (2) bills of quantity (contracts). The tenderer scoring the highest points for more than two (2) bills of quantity (contracts), will be limited to the two (2) highest Rand value bills of quantity (contracts), at the time of award.
- 1.2 The remaining bills of quantity will be awarded to the qualifying tenderers scoring the next highest points.
- 1.3 In the event that there are insufficient qualifying bidders for the remaining bills of quantity, the Department reserves the right to award more than two (2) bills of quantity (contracts) to a qualifying tenderer, provided that the tenderer submitted a price proposal for the applicable bill of quantity (contract)

**Bidders should note the following:**

- Functionality will be scored out of 100 points.
- 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 Department will conduct detailed risk assessment to the recommended bidder/s.

- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is ninety (90) days (excluding public holidays). However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- **The prospective service provider/s must comply with the requirements/conditions on the scope. Failure to comply will result in penalties being imposed or and items being rejected at the cost of the service provider.**
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

**NB: Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.**

### **Correspondence**

- For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail: [Sisanda.ramoshebi@gauteng.gov.za](mailto:Sisanda.ramoshebi@gauteng.gov.za) / [comfort.maswanganyi@gauteng.gov.za](mailto:comfort.maswanganyi@gauteng.gov.za)
- Closing date for enquires: 30 November 2023
- Bidders to expect responses within 7 days prior to the closing date
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, ePortal and Departmental Websites for publication of responses and other communication.

### **Tender Documents**

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

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the 17 November 2023

### **OR Alternatively**

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website ([www.etenders.gov.za](http://www.etenders.gov.za)). Bidders are advised

to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

### **Bid Submission**

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

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

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

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

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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.

Clause number	Tender Data
F1.1	The employer is the <b>Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Private Bag X83, Marshall Town.</b>
F1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b>  T1.1 - Tender notice and invitation to tender  T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b>  T2.1 - List of returnable documents</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b>  C1.1 - Forms of offer and acceptance  C1.2 - Contract data  C1.3 - Other Standard Forms</p> <p><b>Part C2: Pricing data</b>  C2.1 - Pricing instructions  C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b>  C3 - Scope of work</p> <p><b>Part C4: Site information</b>  C4 - The Works : Description and Execution</p>
F2.7	The details of the compulsory clarification meeting and attendance requirements are as stated in the published "Tender Notice and Invitation to Tender".
F2.12	No alternative tenders will be considered.
F2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture.
F2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F2.13.4	Submit only the signed original tender
F2.13.5	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:
F2.15.1	<p><b>Location of tender box:</b> Foyer of Life Centre Building  <b>Physical address:</b> 45 Commissioner Street, Johannesburg.  <b>Identification details: TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS and the closing date and time of the tender.</b></p>
F2.13.6	A two-envelope procedure will not be followed.
F2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F2.15	<b>No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.</b>

Clause number	Tender Data
F2.16	The tender offer validity period is 90 days.
F2.20	<b>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Form of Guarantee to the format included in Part T2.1 of this procurement document.</b>
F2.23	The tenderer is required to comply and submit the documents outlined in the published “Tender Notice and Invitation to Tender”.
F2.24	The tenderer must be cognisant of paragraph “ <b><u>Bidders should note the following</u></b> ” of the published Tender Notice and Invitation to Tender.
F3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) The tenderer submits a <b>valid</b> Tax Clearance Certificate in the name of the tendering entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) <b><u>The proposed Guarantor must complete the form of intent to provide a Guarantee to the tenderer on the format included in Part T2.1 of this procurement document.</u></b></li> <li>c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) The tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ul>

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **Part T2.1 List of Returnable Documents**

### **1 Documents required for tender administrative purposes**

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

### **2 Returnable Schedules required for tender evaluation purposes**

- **Tax Compliance Status Verification**
- **Form of Intent to Provide a Form of Guarantee**
- **Certificate of Insurance Cover**
- **SBD 4: Declaration of Interest**
- SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors
  - Annex C: Local Content Declaration – Summary Schedule
  - Annex D: Imported Content Declaration – Supporting Schedule to Annex C
  - Annex E: Local Content Declaration: Supporting Schedule to Annex C

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

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

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

### **5 C1.2 Contract Data**

### **6 C2.2 Bill of quantities**



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**1. Documents required for tender**

**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                   |   |

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

---

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

- 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	_____
<i>Enterprise name</i>	.....		



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## 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* .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
		Signature. .... Name ..... Designation
		Signature..... Name..... Designation
		Signature..... Name ..... Designation



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **Schedule of Proposed Subcontractors**

- **No subcontractors are allowed for this contract**

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**Schedule of recently completed and current contracts**

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

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

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

List all current contracts not complete at the time

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

\*Date when defects liability period commenced

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

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

Enterprise name .....







**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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* .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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 .....
- .....
- vi) Bank Rating: .....



Bank Stamp

SIGNED BY TENDERER: .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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.

<b>Employer</b>	<b>Other litigating party</b>	<b>Dispute</b>	<b>Award value</b>	<b>Date resolved</b>

SIGNED BY TENDERER: .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **Tax compliance status for Tenders**

The tenderer is to affix to this page:

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

Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**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*



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **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: .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

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

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

---

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.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

---

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.

- 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



**TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE**

## **Tenderer's B-BBEE Verification Certificate**

**Notes to tenderer:**

**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 in order 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.



**TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE**

**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).*

**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.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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).

## 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:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.1.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 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:

**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)
Race	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

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

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

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



**GAUTENG PROVINCE**  
ROADS AND TRANSPORT  
REPUBLIC OF SOUTH AFRICA

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **Part C1 Agreements and Contract Data**

**C1.1 FORMS OF OFFER AND ACCEPTANCE**

**C1.1.1 FORM OF OFFER**

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

Sir,

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

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;

BILL A .....  
.....(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.

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): .....

**C1.1.2 FORM OF ACCEPTANCE**

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(Name of successful tenderer)*

Dear Sir,

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

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

BILL A .....  
.....(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

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 1% calculation shall be based on the accepted contract 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.
- 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  
   Chief Directorate Maintenance

Name and .....

Signature of

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

**C1.1.3 APPENDIX TO FORM OF ACCEPTANCE**

Schedule of deviations

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

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

## **C1.2 CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

Note to tenderer:

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

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>PART A: GENERAL CONDITIONS – FIDIC AMENDMENTS.....</b>	<b>44</b>
<b>PART B: PARTICULAR CONDITIONS OF CONTRACT.....</b>	<b>44</b>
1.1 DEFINITIONS.....	45
1.2 INTERPRETATION.....	47
1.5 PRIORITY OF DOCUMENTS.....	47
1.6 CONTRACT AGREEMENT.....	47
1.7 ASSIGNMENT.....	47
1.8 CARE AND SUPPLY OF DOCUMENTS.....	47
2.3 EMPLOYER’S PERSONNEL.....	48
3.1 ENGINEER’S DUTIES AND AUTHORITY.....	48
4.2 PERFORMANCE SECURITY.....	48
4.4 SUBCONTRACTORS.....	48
4.7 SETTING OUT.....	48
4.8 SAFETY PROCEDURES.....	48
4.10 SITE DATA.....	48
4.13 RIGHTS OF WAY AND FACILITIES.....	48
4.17 CONTRACTOR’S EQUIPMENT.....	49
4.18 PROTECTION OF THE ENVIRONMENT.....	49
4.19 ELECTRICITY, WATER AND GAS.....	49
4.20 EMPLOYER’S EQUIPMENT AND FREE-ISSUE MATERIAL.....	49
4.21 PROGRESS REPORTS.....	49
4.22 SECURITY OF THE SITE.....	49
4.24 FOSSILS.....	49
6.5 WORKING HOURS.....	49
6.7 HEALTH AND SAFETY.....	49
6.12 INDEMNITY BY CONTRACTOR.....	50
8.1 COMMENCEMENT OF WORK.....	50
8.4 EXTENSION OF TIME FOR COMPLETION.....	50
8.7 DELAY DAMAGES.....	50
10.2 TAKING OVER OF PARTS OF THE WORKS.....	50
11.9 PERFORMANCE CERTIFICATE.....	50
11.11 CLEARANCE OF SITE.....	51
12.3 EVALUATION.....	51
13.3 VARIATION PROCEDURE.....	51
13.5 PROVISIONAL SUMS.....	51
13.6 DAYWORK.....	51
13.8 ADJUSTMENTS FOR CHANGES IN COSTS.....	51
14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES.....	52

14.5	PLANT AND MATERIALS INTENDED FOR THE WORKS.....	52
14.6	ISSUE OF INTERIM PAYMENT CERTIFICATES.....	52
14.7	PAYMENT.....	52
14.8	DELAYED PAYMENT.....	53
14.10	STATEMENT AT COMPLETION.....	53
14.11	APPLICATION FOR FINAL PAYMENT CERTIFICATE.....	53
14.15	CURRENCIES OF PAYMENT.....	53
15.2	TERMINATION BY THE EMPLOYER.....	53
17.3	EMPLOYER'S RISKS.....	53
18.1	GENERAL REQUIREMENTS FOR INSURANCES.....	54
18.2	INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT.....	54
18.3	INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY.....	54
18.4	INSURANCE FOR CONTRACTOR'S PERSONNEL.....	54
19.1	DEFINITION OF FORCE MAJEURE.....	54
19.5	FORCE MAJEURE AFFECTING SUBCONTRACTOR.....	54
20.1	CONTRACTOR'S CLAIMS.....	54
20.2	SETTLEMENT OF DISPUTES.....	55
20.3	MEDIATION.....	55
20.4	REFERENCE TO COURT.....	56
20.5	SPECIAL DISPUTES.....	57
20.6	CONTINUING VALIDITY OF SUB-CLAUSES 20.2 TO 2.06.....	57
APPENDIX:	GENERAL CONDITIONS OF DISPUTE ADJUCICATION AGREEMENT.....	57
ANNEX:	PROCEDURAL RULES.....	57
	CONTRACT PRICE ADJUSTMENT SCHEDULE.....	58

**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

### PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

#### SUBJECT INDEX

	Clause		Clause
BE Definitions	1.1.2.11	Fossils	4.24
BE Subcontractors	4.1 & 4.4	Health & Safety	6.7
Appendix to Tender	1.1.1.9	Indemnity by Contractor	6.12
Assignment	1.7		
Clearance of Site	11.11	Insurance – General requirements	18.1
Commencement of Works	8.1	Laws	1.1.6.5
The Contract	1.1.1	Letter of Acceptance	
Contract Agreement	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	20.3	Right of way & facilities	4.13
Settlement of 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	
Electricity, Gas, Water	4.19	Subcontractors & Suppliers	4.4
Employer's Equipment	4.20	Supplementary Agreement	1.1.6.10
Employer's Personnel	2.3	Taking over parts of works	10.2
Employer's Risks (SASRIA)	17.3	Tender	
Employer's Sole Authority	3.1	Variations – Procedures	13.3
Environmental Protection	4.18	Working hours	6.5
Force Majeure: Subcontractor and Supplier	19.5	Written Communications	1.2

## PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

### 1.1 Definitions

#### 1.1.1 The Contract

*Replace 1.1.1.1 with:*

“ **Contract**” means the Forms 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.”

*Replace 1.1.1.3 with:*

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

*Replace 1.1.1.4 with:*

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

*Replace 1.1.1.5 with:*

“**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.”

*Replace 1.1.1.7 with:*

“**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.”

*Replace 1.1.1.8 with:*

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

*Replace 1.1.1.9 with:*

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

*1.1.1.10 - Add the following:*

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

#### 1.1.3 Dates, Tests, Periods and Completions

*Replace 1.1.3.9 with:*

“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”

## 1.1.6 Other Definitions

### 1.1.6.5 "Laws"

*In the 1st line, replace "(or state)" with "(or other spheres of government)" and in the 2nd line, after "other laws", insert "including the South African Common Law".*

*Add the following:*

"1.1.6.10 **"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

*Replace the contents of (d) with:*

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

## 1.5 Priority of Documents

*Replace sub-paragraphs items (a) to (h) with:*

- (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."

## 1.6 Contract Agreement

*Replace the 1st two sentences with the following:*

"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"

## 1.7 Assignment

*Change the title of this sub-clause to read "Assignment/Cession" and replace its contents with the following:*

"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."

## 1.8 Care and Supply of Documents

*In the 1st paragraph, 2nd line, change "two copies" to "one copy".*

*In the 2nd paragraph, 3rd line, change "six" to "two".*

## **2.3 Employer's Personnel**

*In the 1st sentence delete "and the Employer's other contractors".*

## **3.1 Engineer's Duties and Authority**

*After the 3rd paragraph insert the following:*

"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".

## **4.2 Performance Security**

*Replace the 2nd paragraph with:*

"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."

*In the last line of the last paragraph replace the words "Performance Certificate" with "Taking-Over Certificate".*

## **4.4 Subcontractors**

*In the first paragraph delete "the whole of the Works" and add "no subcontractors are allowed for this contract".*

## **4.7 Setting Out**

*Amend the second line of the second paragraph to read:*

".....reference, provided that the Contractor shall provide proof of their inaccuracy before they are used."

## **4.8 Safety Procedures**

*Add the following sub-paragraph:*

"(f) 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."

## **4.10 Site Data**

*In the 1st paragraph, 1st sentence, replace "prior to the Base Date" with "either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents", and delete the 2nd sentence.*

## **4.13 Rights of Way and Facilities**

*Add the following paragraph:*

"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."

#### **4.17 Contractor's Equipment**

*Add the following paragraph:*

"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."

#### **4.18 Protection of the Environment**

*In the 1st paragraph, 1st sentence add "and shall ensure compliance with all the environmental requirements indicated in part C3 Scope of Work."*

*Add the following paragraph:*

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

#### **4.19 Electricity, Water and Gas**

*In the 1st paragraph, 1st line, delete "except as stated below", and delete the 2nd and 3rd paragraphs.*

#### **4.20 Employer's Equipment and Free-Issue Material**

*Delete "and Free-Issue Material" from the title of the sub-clause and delete the 3rd and 4th paragraphs.*

#### **4.21 Progress Reports**

*In the 1st paragraph, 2nd line, delete "in six copies".*

#### **4.22 Security of the Site**

*Replace the full stop at the end of sub clause (b) with a comma and continue this clause as follows:*

"... 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"

*Add the following sub clause:*

"(c) 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."

#### **4.24 Fossils**

*In the 1st paragraph, 1st sentence after "fossils" insert "and graves" and in the 2nd sentence, add "and shall indemnify the Employer against any liability arising from such loss or damage."*

#### **6.5 Working Hours**

*Replace the 1st sentence with the following:*

"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."

#### **6.7 Health and Safety**

*Replace the 1st paragraph with the following:*

"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."

*Add the following sub-clause:*

#### **“6.12 Indemnity by Contractor**

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

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

#### **8.1 Commencement of Work**

*In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace “42 days after the Contractor receives the Letter of Acceptance” with “28 days of the date of issue of the Letter of Acceptance.”*

*In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Contract Data.”*

#### **8.4 Extension of Time for Completion**

*Replace the word “Engineer” with “Employer” in the last sentence of the last paragraph.*

#### **8.7 Delay Damages**

*Add the following after the first paragraph:*

“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.”

*Add the following paragraph:*

“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.”

#### **10.2 Taking Over of Parts of the Works**

*Delete the 2nd paragraph.*

*Between the 3rd and 4th paragraphs insert the following paragraph:*

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

*Delete the 5th paragraph.*

#### **11.9 Performance Certificate**

*In the 1st paragraph, 2nd line and in the 2nd paragraph, 1st line, replace the word “Engineer” with “Employer”.*

*Delete the last sentence of the 2nd paragraph.*

### **11.11 Clearance of Site**

*Replace the 1st paragraph with the following:*

“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.”

*In the 2nd paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.*

### **12.3 Evaluation**

*Delete this clause.*

### **13.3 Variation Procedure**

*Replace the 3rd paragraph with the following:*

“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”.

### **13.5 Provisional Sums**

*In the 1st line of sub-paragraph (b) after “services” insert “and including items for which a prime cost sum has been provided in the Bill of Quantities”.*

### **13.6 Day work**

*Replace the 2nd and 3rd sentences in the 1st paragraph with “The following procedure shall apply.”*

*Add the following as the 5th paragraph of this sub-clause:*

“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.”

### **13.8 Adjustments for Changes in Costs**

*Replace this sub-clause with the following:*

“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.”

### **14.3 Application for Interim Payment Certificates**

*In the 1st line of the 1st paragraph, delete “in six copies.”*

*In the 4th line of the 1st paragraph, change “the report” to “reports.”*

*In the 2nd paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site” and add the following as a final paragraph:*

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

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

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

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

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

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

### **14.5 Plant and Materials intended for the Works**

*In the first paragraph delete “If this Sub-Clause applies”.*

*Delete the 2nd paragraph.*

*In the 3rd paragraph, delete sub-paragraphs (b) and (c) (i) and amend sub-paragraph (a) so that (c)(ii) becomes (a)(iii) thus:*

“(a) (ii) supported by satisfactory evidence; and  
(a)(iii) the relevant Plant and Materials have been delivered to and ...”

*Add the following paragraph:*

“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.”

### **14.6 Issue of Interim Payment Certificates**

*In the 2nd line of the 1st paragraph replace “28” with “14”*

### **14.7 Payment**

*In sub-paragraphs (b) and (c) of the 1st paragraph replace “56” with “28”.*

*Delete the 2nd paragraph.*

## **14.8 Delayed Payment**

*Replace the 2nd paragraph with the following:*

"These financing charges shall be at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975)".

### **14.10 Statement at Completion**

*In the 2nd line of the 1st paragraph delete "six copies of".*

### **14.11 Application for Final Payment Certificate**

*In the 2nd line of the 1st paragraph delete "six copies of".*

*In the 3rd paragraph, replace the last sentence with:*

"Thereafter, when the dispute is finally resolved, the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement."

### **14.15 Currencies of Payment**

*Delete this sub-clause.*

## **15.2 Termination by the Employer**

*Delete sub-paragraph (f) and replace with the following:*

"(f) 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,

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 (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

*Add the following sub-paragraph:*

"(g) Misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents."

*Insert the following after the expression e) or f) in the penultimate line of the second paragraph:*

"or g)"

*Replace the full stop at the end of the third paragraph with a comma and add the following:*

"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."

## **17.3 Employer's Risks**

*Add the following to sub-paragraph (c):*

"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".

## **18.1 General Requirements for Insurances**

*Replace this sub-clause with the following:*

“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 affected 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).”

## **18.2 Insurance for Works and Contractor’s Equipment**

*Delete this sub-clause.*

## **18.3 Insurance against Injury to Persons and Damage to Property**

*Delete this sub-clause.*

## **18.4 Insurance for Contractor’s Personnel**

*Delete this sub-clause.*

## **19.1 Definition of Force Majeure**

*In the third line of sub clause 19.1(iii) insert “or suppliers,” after the word “Subcontractors”.*

## **19.5 Force Majeure Affecting Subcontractor**

*Amend the title to read “Force Majeure Affecting Subcontractor and Supplier”.*

*In the first line insert “or supplier” after the word “Subcontractor”*

## **20.1 Contractor’s Claims**

*In paragraph 5, insert the following after the first sentence:*

“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].”

*Replace the 6th paragraph with the following:*

“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.”

*Delete the 8th paragraph.*

## 20.2 to 20.8

*Replace these sub-clauses with the following:*

### 20.2 Settlement of Disputes

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

### 20.3 Mediation

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

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

- (i) the provisions of Sub-Clause 20.3 shall apply mutatis mutandis in the appointment of a successor, and

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

#### **20.4 Reference to Court**

If a dispute is still unresolved as provided for in sub-paragraph (g) of sub-clause 20.3 or the dispute is one described in sub-clause 20.5, 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.

#### **20.5 Special Disputes**

Notwithstanding anything elsewhere provided in sub-clauses 20.2, 20.3 and 20.4, 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 of sub-clauses 20.2 and 20.3 by court proceedings which may be initiated by either Party, in which event the provisions of sub-clause 20.4 shall apply.

#### **20.6 Continuing Validity of sub-clauses 20.2 to 20.6**

Sub-clauses 20.2 to 20.6 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**

*Delete this appendix*

#### **ANNEX: Procedural Rules**

*Delete this annexure*

## APPENDIX TO THE PARTICULAR CONDITIONS:

### CONTRACT PRICE ADJUSTMENT SCHEDULE

1. **Contract Price Adjustment** In accordance with sub-clause 13.8, the value of each certificate issued in terms of sub-clause 14.6 shall be increased or decreased by the amount obtained by multiplying "Ac", defined in clause 2 of this Schedule, by the Contract Price adjustment factor, rounded off to the sixth decimal place (or the fourth decimal place if expressed as a percentage), determined according to the formula:

$$(1 - x) \left[ \frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

in which the symbols have the following meanings:

"x" is the proportion of "Ac" which is not subject to adjustment. Unless otherwise stated in the Appendix this proportion shall be 0, 15.

"a", "b", "c" and "d" are the co-efficient determined by the Engineer and specified in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, equipment, materials (other than "special materials" specified, in terms of sub-clause 13.8, in the Contract Data) and fuel respectively. The arithmetical sum of "a", "b", "c", and "d" shall be unity.

"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract Data, as published in the Statistical Release P0141, Additional tables, Table 13, of Statistics South Africa.

"E" is the "Equipment Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical Release P0142.1, Table 12, of Statistics South Africa. Note that Statistics South Africa's "Civil Engineering Plant" includes equipment.

"M" is the "Materials Index" and shall be the "Price Index of Civil Engineering Materials", as published in the Statistical Release P0142.1, Table 11, of Statistics South Africa.

"F" is the "Fuel Index" and shall be the index for diesel oil – Coast and Witwatersrand, as published in the Statistical Release P0142.1, Table 12, of Statistics South Africa.

The suffix "o" denotes the basic indices applicable on the Base Date as defined in sub-clause 1.1.3.1 of the General Conditions of Contract.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular Payment Certificate is not known at the time when the certificate is prepared, the Engineer may estimate the value of such index. Any correction which may be necessary when the correct indices become known shall be made by the Engineer in subsequent Payment Certificates.

2. **Assessment of amount subject to adjustment** For the purpose of calculating the adjustment to the value of the certificates, the amount "Ac" shall be determined by the formula:

$$Ac = T - S - D - W - G - Ap$$

In which formula the symbols have the following meanings:

“T” is the summation of the total value of the

- (i) preliminary and general items,
- (ii) work done, and
- (iii) Materials on Site

as certified in the Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T”:

- (i) the amounts actually expended and substituted for any prime cost sums;
- (ii) the value of any work done by Nominated Subcontractors;
- (iii) the value of any work done against Provisional Sums
- (iv) the value of any extra or additional work done under a Variation order

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new rates fixed in terms of sub-clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“W” is the amount included in “T” and paid for any Day work executed at Cost plus percentage allowances as set out in sub-clause 13.6 as amended by Particular Condition.

“G” is the amount included in “T” for Materials classified and dealt with as “special materials” in terms of sub-clause 13.8 as amended by Particular Condition.

“Ap” is the summation of all “Ac” amounts determined in terms of Clause 2 of this Schedule for all Payment Certificates preceding in time the Payment Certificate under consideration.

3. **Reduction of CPAF after Time for Completion has expired**

Save only for Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the of the Time for Completion shall be half the factor calculated by inserting in the formula referred to in Clause 1 of this Schedule the indices Lt, Et, Mt and Ft applicable at the date of expiry of the Time for Completion.

4. **Special materials**

The price of each “special material” specified in the Contract Data shall be increased or decreased by the net amount of any variation incurred after the date of the Tender on the basis set out in the Contract, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents which the Engineer considers necessary for that purpose. However, except for Variations ordered in terms of Clause 13 (Variations and Adjustments) all adjustments after expiry of Time for Completion shall be calculated by using the price of each “special material” at expiry of Time for Completion or the contract base price of each “special material”, whichever is the lesser.

For the purpose of this clause, “the net amount of any Variation” in respect of a particular material referred to as a “special material” in terms of sub-clause 13.8 shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Material and the equivalent rate or price actually paid by the Contractor for the Material by the quantity of the Material in question.

5. **Assessment of indices if certificates are not issued monthly** If more than one month intervenes between the months applicable to any Payment Certificate and the month applicable to the immediately succeeding payment certificate, then the indices "Lt", "Et", "Mt" and "Ft" applicable to the succeeding Payment Certificate shall each be taken as the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

## C1.1.1 FORMS OF OFFER AND ACCEPTANCE

### C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

#### APPENDIX TO TENDER

Note: Clause numbers (Cl. No.) refer to the "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.

<u>Item</u>	<u>Clause No</u>	<u>Data</u>
Employer	1.1.2.2	means The Department of Roads and Transport  The Employer's address is:  Department of Roads and Transport Private Bag X83 Marshalltown 2107
Project Manager	1.1.2.4	The Deputy Director, Directorate Maintenance Technical Auxiliary Services, Office Support and Co-Ordination, Koedoespoort will act as the Project Manager.
Communications	1.3	The addresses for communication between the parties shall be:  <b>Koedoespoort</b> <b>Project Manager</b> 1215 Nico Smith Street Koedoespoort TEL: (012) 310 2200
Period of validity of tender	-	90 days after the closing date for tenders
Time for completion of works	1.1.3.3.	36 months including the contractor's holidays in December and January
Defects for notification period	1.1.3.7	12 calendar months
Laws	1.1.6.5	The law governing this contract is South African law
Time for access to the site	2.1	Nil (access on Commencement Date)
Amount of performance security	4.2	1 % of the accepted contract amount (Cl no. 4.11)
Base date	13.8	Base date for this contract is the month prior to the date of tender closure.

Special non-working hours/days	A6.5	All designated public holidays (including all foreseeable statutory declared election days),
Period in which works must commence	A8.1	Not later than 14 days after the date on a Works Order
Delay damages for the works	A8.7	(a) Delay Damages (i) Late delivery <b>R 5000 per day</b> for any specific works order
Evaluation	A12.3	The term "fixed rate item" shall apply to all items of work listed in the Pricing Schedule. (Including agreed items of work listed in variation orders)
Price Variations	A 13.8	20% Contingencies
Retention money: - Percentage	14.3 (c)	Not Applicable
- Limit	14.3 (c)	Not Applicable
Minimum amount of interim payment certificate	14.6	Not Applicable
Contractor to insure with SASRIA	A17.3 (c)	Applicable / Required
Appointment of DAB	A 20.2	Not Applicable
BEE Target values (CPG)	E3.2	Not Applicable
Labour Content		Not Applicable
SMME/BE utilization		Not Applicable
Insurance	18.1	Applicable / Required
Insurance for contractors works and equipment	18.2	Applicable / Required
General Public Liability cover for claims against the contractor	18.3	Applicable / Required
Insurance for contractors personnel	18.4	Applicable / Required

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: .....

.....

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: .....:for.....

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
  - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the FIDIC Conditions of Contract for Construction for building and engineering works designed by the Employer (1999) (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-
  - 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 sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its subcontractors.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS: .....

NAME (IN CAPITALS) .....

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.**

#### **TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

1. I/We , the undersigned, and .....  
in our respective capacities as .....  
and .....  
and as such duly authorised to represent: .....  
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*  
do hereby hold at your disposal the amount of .....  
(R.....) including VAT, for the due fulfilment by .....  
*(insert the name of Contractor)* (hereinafter referred to as "the Contractor") of its obligations to The Department of Roads and Transport (hereinafter referred to as "Employer") in terms of the above stated contract between the Contractor and the Employer.
2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof we declare ourselves to be fully conversant.
3. The Guarantor undertakes and agrees to pay to the Employer the said amount of R .....  
.....  
(R.....) including VAT, or such portion as may be demanded on receipt of a written demand from the Employer, which demand may be made by the Employer if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to the Employer any amount found to be due and payable to the Employer, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said amount of R .....

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

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

THUS DONE AND SIGNED AT .....

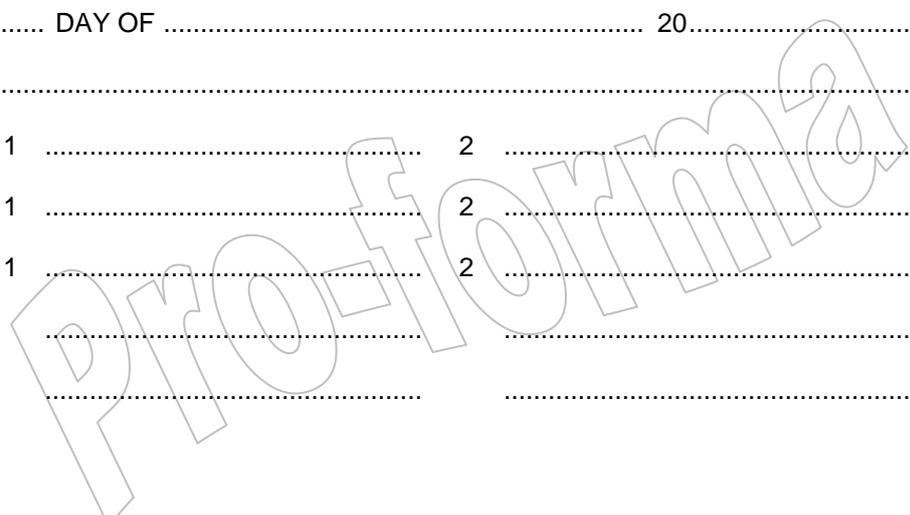
ON THIS ..... DAY OF ..... 20.....

GUARANTOR: .....

AS WITNESSES: 1 ..... 2 .....

NAMES (PRINT) 1 ..... 2 .....

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



**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

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**BANKING DETAILS**

By signing this document, we accept the following:

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

Account Name: .....

Bank:.....

Branch Name:.....

Branch Code:.....

Account Number:.....

Bank Rating:.....

Yours sincerely

.....  
 Authorised Signatory for

DATE: ' .....



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**Part C2.1 Pricing Instructions**

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

%	=	percent	m <sup>2</sup> -pass	=	square meter-pass
h	=	hour	m <sup>3</sup>	=	cubic meter
ha	=	hectare	m <sup>3</sup> -km	=	cubic meter/kilometer
kg	=	kilogram	MN	=	mega newton
kl	=	kiloliter	MN.m	=	mega newton-meter
km	=	kilometer	MPa	=	mega Pascal
km-pass	=	kilometer-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	PC sum	=	Prime Cost sum
l	=	liter	R/only	=	Rate only
m	=	meter	sum	=	lump sum
mm	=	millimeter	t	=	ton (1000 kg)
m <sup>2</sup>	=	square meter	W/day	=	Work day

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

Unit: The unit of measurement for each item of work as defined in the Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

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

Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. **All items in the Bill of Quantities need to be completed separately. No grouping of items with a single lump sum will be allowed.**
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
9. The Bills of Quantities in the Tender Document must be completed in Black Ink and signed.
10. The Bills of Quantities in the Tender Document must be fully completed – every item must be priced.
11. The Contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Department to increase the quantities or not.
12. **Bidders should note that certain items in this Bill of Quantities will be tested and certified by SABS. Provision needs to be made in the rates for the testing and certification.**



**GAUTENG PROVINCE**  
ROADS AND TRANSPORT  
REPUBLIC OF SOUTH AFRICA

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **Part C2.2 Bill of Quantities**

**BILL A: SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, ACCESSORIES, TOOLS AND EQUIPMENT**

NO	ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1.</b>	<b>Supply of small plant, accessories, tools and equipment</b>					
1.1	Brush Cutter (Industrial / Heavy duty)	Recoil start, 50.2cc (AE520), 1.6kw/6500rpm, 2.4N-m/5000rpm, 110ltkW per hour, 7.8kg, handle bar: ergonomic offset, ignition system tci, accessories harness and toolkit, swivel shaft, "Maruyama or Stihl" equal or better	each	220		
1.2	Pruner Pole Saw	4-meter extension 25.4cc Maruyama or Stihl" equal or better	each	15		
1.3	Weed Eater	26cc, petrol, "Tanaka or Stihl"	each	40		
1.4	Lawn Tractor	Propelled, S1300H hydrostatic 36 ride-on lawnmower, 12.5hp 4-stroke i/c briggs and Stratton electric start, 92cm cutting width with triple blades, 12-101mm cutting height, overall width 94cm: weight 260kg, hydrostatic transmission with a variable speed control via a simple foot pedal, maximum speed: 5.3mph, 10 adjustable positions with rear discharge, equal or better	each	10		
1.5	Lawnmower	Petrol, Kudu 750, powered by Kohler 13hp motor, with oil alert protection two stage filters and cast-iron sleeve, equal or better	each	20		
1.6	Rammer	Rammer 70kg turner morris, Honda engine specifically designed for a rammer, four stroke engine, high quality shock absorber, absorbs vibration, specification: plate size 300mmX250mm, equal or better	each	15		
1.7	Compactor	Plate, stampede PC58/50, ideal for compacting soil, stone chips or paving, 500x580x1100mm, petrol, 79kg weight, "Honda GX 160" equal or better	each	25		
1.8	Compactor	Plate, reversible, ideal for compacting soil, stone chips or paving, 30.0KN, 74hz, 500x700x1700(lxwxh), 338kg weight, "Honda" petrol engine, Stampede, Model PCR70/60, equal or better	each	10		
1.9	Smooth drum roller bomag	Bomag equal or better (900mm drum)	each	10		
1.10	Generator	4 stroke petrol engine, solid state ignition, output 5kw, cradle mounted, 610mm long, 430mm width, 440mm height, a minimum power points with a switch for each power point must be mounted within the cradle, all switches and power points must be waterproof, Ryobi equal or better	each	25		
1.11	Rammer Bomag	Tamping rammer, 4 stroke, 4hp, BPR 35/60r	each	10		
1.12	Generator Welder Combination	200A, ACDC, operating cables 20 meters each complete for operation, Honda 3500W equal or better, serviced and ready to operate	each	12		
1.13	Concrete Saw	Push type, engine 13HP, 600x1250x1150 (lxbxh), 125kg weight, up to 350mm by 2.5mm blade, complete to operate, "Honda" equal or better	each	12		
1.14	Concrete Saw	Push type, engine 13HP, 600x1250x1150 (lxbxh), 125kg weight, up to 450mm by 3.5mm blade, complete to operate, "Honda"	each	12		

		equal or better				
1.15	Chain Saw	Stihl MS440, petrol driven, 59.0cc engine, 60cm guide bar, 3/8' chain, equal or better	each	24		
1.16	Chain Saw	Concrete, power output no less than 4.2kW, petrol driven, 2 strokes, cylinder displacement not less than 90 cm <sup>3</sup> , bar length minimum 330mm with diamond segment chain not less than a maximum cutting depth of 350mm, power/weight ratio: 0.48, chain tensioning without tools, weight (excluding cutting equipment) not more than 9.5kg, vibrations front handle at no more than 5.5m/s <sup>2</sup> , vibrations rear handle at no more than 5.5m/s <sup>2</sup> , sound level of less than 110 dB (A), sound power level, of less than LWA 120 dB (A), service parts freely available in South Africa, Stihl equal or better	each	10		
1.17	Steam Plant	Wap Filsk, high pressure cleaner, 6.6kw, (9hp petrol driven), equal or better	each	24		
1.18	Electric Drill	Variable speed and reverse, hammer and non-hammer modes, 650W, 13mm keyless chuck, 44.800bpm max impact rate, Hilti or Metabo equal or better	each	20		
1.19	Electric Drill	Metabo or Hilti SB 710, two speed, 710W 13mm, equal or better	each	20		
1.20	Grinder	Angle, 950W, 115mm wheel diameter, 115mm disc capacity, tool-less wheel guard adjustment, Metabo or Hilti equal or better	each	20		
1.21	Grinder	Angle, GWS 26-230B, 230V 50/60Hz, 3.4A, 2600W, M14, Metabo or Hilti equal or better	each	20		
1.22	Demolition Breaker with Accessories	1600W, 240V, 45kg, Hilti TE 905-AVR, active vibration reduction, equal or better	each	20		
1.23	Earth Auger	68cc with 150mm or 200mm blades, used to drill holes into concrete or crusher run layer on the road during testing the strength of layers, Hilti or Stihl equal or better	each	15		
1.24	Generator	Used for converting mechanical energy into electricity, is used to supply energy to use the Hilti auger on site for testing, Dynamo equal or better	each	20		
1.25	Calibrator	Calibration of tank, for petrol, diesel and paraffin, according to specifications	each	8		
1.26	Calibrate Scale	Calibrate platform scale	each	5		
1.27	Kone Crane	Weight testing 5 ton Kone crane, maintain according to specifications	each	7		
1.28	Drainage Pump	Sewer pit pump Tsurumi PN 2.75, 3 phase submersible 1.3 hp with 2" outlet, with removable cutter impeller to handle solids. Complete with pipe and connections	each	8		
1.29	Filter Unit	Reverse osmosis, portable, DIALRO-60, silent running, 10in sediment pre filter, inlet isolate solenoid valve, procon high pressure pump, electric motor, two stainless steel RO membranes housings, fitted with connecting block for 3 water connections, water in, purified water out and waste pipes	each	8		
1.30	Floating Pump	The unit shall be specially designed to be used as a floating pump. The pump shall be capable of delivering at no less than:40l/min at 7 bar – 75 m high, 530 l/min at 2 bar – 15m high, the float assembly shall be	each	4		

		constructed of a high density polyethylene (closed cell), complete unit				
1.31	Water Pump	200mm, Honda, complete with accessories to operate & 15m pipe protected, equal or better	each	20		
1.32	Water Pump	80mm, Honda, complete with accessories to operate & 15m pipe protected, equal or better	each	20		
1.33	Water Pump	Honda, WT40, heavy duty 4" trash pump, 423 gal/min capacity, easy starting OHV commercial engine, cast iron valve and impeller, equal or better	each	10		
1.34	Pressure Pump	220V, 3Kw, water, CM400	each	5		
1.35	Pump	With 24 litre tank, self-priming electro pump made with cast iron suitable domestic pressure boosting, small irrigation, garden, car washing, tanks and pools emptying and pumping clear water in general	each	8		
1.36	Invertor Welder	1.6 – 4mm capacity complete auto Helmut	each	15		
1.37	Wire puller	Donald wizard wire strainer set (equal or better)	set	20		
1.38	Pliers	Pliers combination 230mm plastic handle	each	20		
1.39	Fence Pliers	250mm plastic handle, Will equal or better	each	20		
1.40	Fence Pliers	300mm long, Will 136/300 plastic on handle, equal or better	each	100		
1.41	Sharp Nose Pliers	200mm non-slip handle	each	20		
1.42	Crowbar	1.5m long, 40mm diameter	each	60		
1.43	Crowbar	1.8m long, 25mm lasher	each	60		
1.44	Pallet Jack	Hand-operated, load 2.5ton on wheels, quick release	each	8		
1.45	Spanners	Ring/flat combination per size 6mm to 32mm single, Gedore equal or better	set	100		
1.46	Cable	30 meter for mower, weed eater	each	20		
1.47	Brush Cutter Head	Head, aluminium, to fit brush cutter, Maruyama or Stihl equal or better	each	60		
1.48	Brush Cutter Head	Head, nylon, to fit brush cutter, Maruyama or Stihl equal or better	each	60		
1.49	Gut	Gut brush cutter pre-cut, 3.5mm, 10kg	roll	300		
1.50	Gut	Gut brush cutter pre-cut, 3.5mm, 100's	packet	1 000		
1.51	Gut	Gut weed eater, 2mm, 180 meter	roll	20		
1.52	Blade	Used for brush cutter tri-cut, 255mm diameter, 24.4mm fitting hole, Maruyama or Stihl equal or better	each	100		
1.53	Blade	Used for brush cutter tri-cut, 305mm diameter, 24.4mm x 4mm fitting hole, Maruyama or Stihl equal or better	each	100		
1.54	Spark Plug	Spark plug, B4, lawnmower	each	100		
1.55	Spark Plug	Spark plug for variety of garden equipment, lawnmowers, chainsaw, trimmers etc. NGK, BMR6A	each	100		
1.56	Spark Plug	Spark plug for variety of garden equipment, lawnmowers, chainsaw, trimmers etc. NGK,	each	100		

		BMR7A				
1.57	Blade	Blade, asphalt, euro cut, use on concrete saw to cut asphalt and concrete, diameter x 350mm, 2.5mm thick	each	180		
1.58	Blade	Blade, asphalt, euro cut, use on concrete saw to cur asphalt and concrete, diameter x 450mm, 3.5mm thick	each	180		
1.59	Disk	Disk, grinding, 230x6x22.23mm, for use with a 230mm angle grinder, steelwork, Pferd	each	100		
1.60	Disk	Disk, cutting, 230x3x22.23mm, for use with a 230mm angle grinder, steelwork, Pferd	each	300		
1.61	Disk	Disk, grinding, 115x6x22.23mm for use with a 115mm angle grinder, steelwork, Pferd	each	300		
1.62	Chisel	For set, pointed polygon for spec	set	120		
1.63	Chisel	For set, wide flat polygon for spec	set	120		
1.64	Blade	Hacksaw, high speed, 300mm length, 20mm width, 1mm thick, 24 teeth, steel, Bi-metal, "Eclipse" equal or better	each	300		
1.65	Blade	For kudu/estate master 660 lawnmower, steel material, consists of blades part no TER129 (x3 set), bolt/lock nut/washer (x3 set)	set	70		
1.66	Bolt Cutter	900/36", a heavy-duty bolt cutter, the jaws shall be constructed of heat-treated tool steel blades, the jaws must be of the detachable type, length 850mm, the jaw capacity shall be no less than 13mm, with rubber hand grips	each	8		
1.67	Pliers	Water pump, drop forged chrome vanadium steel, black enamel finish, 400mm length, pvc coated handles, 64mm maximum jaw capacity	each	15		
1.68	Tool Kit	Informate ct-814 + 8 multi tool 5, ¼ flat screwdriver, 2 philips screwdriver, 3/16 flat screwdriver, 1 philips screwdriver, 1/8 flat screwdriver, reversible t10 and t15 torque driver, 3/16 nut driver, ¼" nut driver, solder reel, soldering iron, spare parts tube, reverse action tweezers, three claw parts retriever/extractor ic inserter (14-16 pin ics), c extractor, 5" needle nose pliers, 6" adjustable wrench, 8" wire cutter, black zipper case	set	15		
1.69	Tool Kit	Mechanical, 62 piece, 12.5mm driver, 18 sockets 10-32mm, 18 spanners 6-24mm, Allen keys, 6 piece screwdriver, 3 piece pliers set, ratchet, extension and power bar	set	15		
1.70	Tool Kit	51 piece, heavy duty cable stripper, heavy duty RJ-11/12 and RJ-45 crimper, multi-function cutter/stripper, needle nose plier, wire cutter, pliers, plastic case with assorted screws, electrical tape, tape measure, ratchet set, soldering iron and accessories, 3 Philips and 3 flat head screwdrivers, adjustable wrench, Allen wrench set, duster, heavy duty cable ties, (2) AA batteries, flash light, full wrench set	set	5		
1.71	Kit	Gas weld & cut complete set, gauge, nozzle, mixer, lighter	set	15		
1.72	Kit	Breaker & mendor chainsaw	set	6		
1.73	Kit	Chain sharpening mini bench grinder	set	6		

1.74	Kit	Chain sharpening joly grinder hd	set	6		
1.75	Kit	Portapack, completely operation able, full cylinders	set	7		
1.76	Tool Box Kit	Kit: Tool box, 5 drawer cantilever steel lockable appr, consist of: <ol style="list-style-type: none"> <li>1. 7 piece electrician 100v insulated screwdriver set</li> <li>2. Nose 200mm, diagonal cutter 180mm</li> <li>3. Combination spanner set, range (6-32mm)</li> <li>4. Utility knife, rubber grip + 10 blades</li> <li>5. Hammer ball-pin fibre glass handle, 34g</li> <li>6. Conduit bender (pvc x galv) 25.4mm max</li> <li>7. Hacksaw eclipse + bimetal blade 300 x 18tpi x 10</li> <li>8. Jnr hacksaw 150mm x 32 tpi</li> <li>9. Fish tape, 30m steel</li> <li>10. Insulation tape, flame retardant 10 x 15mm, colors black, red, blue, white, yellow, green: x5 per colour</li> <li>11. Clamp meter digital MT770 1000A AC TRUE RMS,</li> <li>12. Voltage tester multimeter, 600v AC/DC</li> <li>13. Earth leakage/polarity tester TEL1TLB ELCB/SCKT</li> <li>14. Cable/pipe locator Fluke2042,</li> <li>15. Drill electric Metabo SB710, 13mm 2 speed, drill bit size range 2-13mm</li> <li>16. Grinder angle GWS 29-230B 230v 2600w M14, blade 230mmx3pferd</li> <li>17. Grinder angle GWS5-115 580w, 115mm,blade 114x3mm pferd</li> <li>18. Stepladder aluminium SABS 115kg capacity, 10 step</li> </ol>	set	5		
1.77	Chain	Chainsaw 3/8" – 063, 100 feet/30m	rolls	30		
1.78	Blade/Bar	Replacement bar for chainsaw, 60cm	each	150		
1.79	Ladder	Foldable, two section push up ladder type, closed height must have a minimum of 8m, all leg ends must be non-slip, must have box side rails to prevent twisting, must be made from light weight and robust material, must be certified for a safe working load of not less than 120 kg, "Gravity DMA 0900" equal or better	each	10		
1.80	Ladder	Foldable, two-section, the ladder shall be at least 7.3m (24ft) long, ladder sections must run smoothly on nylon roller in guide channels double action automatic pawls must be fitted to ensure positive action, top section must be operated by an 18mm diameter rot proof and non-hardening rope, a wheel assembly must be fitted to the head of the	each	10		

		ladder to facilitate easy running against wall surface, the top section must be easily removable from the ladder with a quick release stop, maintenance, parts and repair facilities must be available for a period of at least ten years, construction must be made of a high tensile aluminium alloy, rungs must be ribbed to				
1.81		comply with safety standards, "JJ-WPW", equal or better ladder shall comply fully with the NFPA 1931 standards of approval				
1.82	Ladder	8 steps, non-slip feet, lightweight aluminium 2.1m	each	8		
1.83	Ladder	Gravity, 3m extent to 6m, 330cm(L) x 45cm(W) x 11cm(H), extension aluminium	each	8		
1.84	Hacksaw	Frame hacksaw, metal construction, for general domestic use, 300mm long, "Lasher" equal or better	each	30		
1.85	Spanner	Spanner shifting, 150mm	each	20		
1.86	Spanner	Spanner shifting, 250mm length, stainless steel	each	20		
1.87	Spanner	Spanner shifting, 450mm	each	20		
1.88	Vicegrip	Vicegrip, 275mm	each	20		
1.89	Allen Key	Allen key set, 1.5 – 6mm	set	10		
1.90	Hammer	Hammer claw	each	20		
1.91	Hammer	Hammer concrete 4 pound	each	20		
1.92	Hammer	Hammer 16 pound	each	10		
1.93	Drill Bits	Drill bits steel SET (0.6mm to 13mm)	set	15		
1.94	Drill Bits	Drill bits concrete SET	set	15		
1.95	Bit Set	For 54 assorted drills, steel, with case holder	set	8		
1.96	Drill	Drill concrete SDS 260 x 200 x 10mm to fit on item 1.18	each	15		
1.97	Drill	Drill concrete SDS 260 x 200 x 12mm to fit on item 1.18	each	15		
1.98	Drill	Drill concrete SDS 260 x 200 x 14mm to fit on item 1.18	each	15		
1.99	Drill	Drill concrete SDS 260 x 200 x 16mm to fit on item 1.18	each	15		
1.100	Locker	0.6mm steel metal, 1750x305x450mm, single tier, Ivory colour finish	each	300		
1.101	Forklift	Forklift truck MI 35, G 3 ton diesel, 17mm wheels (Including training and certification)	each	8		
1.102	Trailer	Double (2) Axial Safety trailer (4.400m long x 1.850m wide x 2.110m high wide, mobile toilet with accessories 0.9m x 1.850, 100 litre water tank, and with 6 compatible rims and tyres) (First road worthy certificate and licence must be included) (Mobile toilet to be fully enclosed, rest of trailer must be enclosed with steel mesh.) Design of trailer to be approved prior to manufacturing)	each	17		

1.103	Trailer	Cherry picker trailer	each	2		
<b>NO</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>AMOUNT</b>
1.104	Generators	50kVa, Automatic start four-cylinder ats (AVR) fitted, turbo charged 4-stroke, water cooled, power output (40kw (50kVa)), rated voltage, (380V) (three PHASE) @ 50Hz), current output (72 A), running time (12 hours), fuel consumption (10.9 l/ph) @ Full load) petrol fuel tank capacity (110 l), oil capacity (SAE 30) (11.3 l), coolant (14 l), MAC AFRIC or ATLAS COPCO, equal or better	each	10		
1.105	Mechanical Toolbox	Flat Chisel 21X150mm / Centre Punch 4X120mm, Parallel Pin Punch 3X150/4X150/5X150/6X150mm Soft Face Hammers Ball Pein Hammer – 16 oz, Stainless Steel Rules – 15mm/30mm, Compact Tape Measure – 3X16 mm / 10 ft, Feeler Gauge (Metric) 0.05 – 1.00mm, 12 Piece Combination Wrench Set, ¼" Dr. 6 Points Sockets – 12 piece ½" Dr.6 Points Sockets – 18 piece Single Pole Voltage Tester (Short) Multi Purpose Cutter (Straight) Trimming Knife Grip Pliers Curved Jaw 240mm Water Pump Pliers (Box Joint/PVC) 250mm ¼" Dr. Spinner Handle ¼" Dr. Quick Release Reversible Ratchet ½" Dr. Quick Release Reversible Ratchet ¼" Dr. Sliding T Handles ½" Dr. Sliding T Handles ¼" Dr. Extension Bar 50mm ¼" Dr Extension Bar 150mm ½" Dr. Extension Bar 125mm ½" Dr. Extension Bar 250mm ¼" Dr Universal Joint ½" Dr. Universal Joint Long Nose Pliers – 160mm Diagonal Cutter – 160mm Combination Pliers – 180mm Pozidriv Screwdriver – PZ1X80 mm / PZ2X100mm Slotted Screwdriver 3.0X100/4.0X100 / 5.5X125/ 6.5X150mm Stubby Slotted Screwdriver – 5.5X25mm Pozidriv Screwdriver – PZ2X25mm Ball End Hexagon L Key Set (Long Arm) – 9 pcs Torx L Key Set (Long Arm) – 8 pcs Portable Tool Chest	per set	16		
1.106	Booster Machine	12V with cables	each	8		

1.107	Booster Machine	24V with cables	each	8		
1.112	Locker	0.6mm sheet metal, 1750X305X450mm, single tier, ivory colour finish	each	300		
1.113	Clock Machine	200 units Armano clock machine	each	30		
1.114	Clock Cards	Time in and out clock cards	per box	800		
1.115	Concrete Mixer	500 litre capacity, BHP Diesel	each	5		
1.116	Blower	27.2cc, 4.2kg 4-stroke petrol blower, Ryobi, equal or better	each	10		
1.117	Branding Machine	Branding machine for tyres, batteries	each	5		
1.118	Engraving Machine	Engraving machine for tyres, batteries	each	5		
1.119	Mechanical Broom	2.3HP, 1700W, 52cc 2 stroke air cooled motor, EPA Engine. 2 cycle gas/oil mixture	each	10		

**BILL A: SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, ACCESSORIES, TOOLS AND EQUIPMENT**

<b>NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>AMOUNT</b>
2	Maintenance/service on small plant and equipment (For items 1.) as per this BOQ	PC Sum			1 000 000
	Handling fee	10%	1 000 000		100 000
3	Repair of small plant and equipment	PC Sum			1 000 000
	Handling fee	10%	1 000 000		100 000
4	Mechanical and machine training and certification	PC Sum			1 000 000
	Handling fee	10%	1 000 000		100 000
5	Additional small plant, equipment, tools and accessories (Items not in No. 1)	PC Sum			1 000 000
	Handling fee	10%	1 000 000		100 000
6	Servicing of mobile toilets (once weekly x 52 weeks x 3 Years x 17 trailers) (2 652)	Lump Sum			
	Handling Fee	%			



**TENDER NUMBER: DRT 10/06/2022 FOR**

**THE SUPPLY, MAINTENANCE AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**SUMMARY AND CALCULATION OF TENDER SUM: BILL A**

0001:	SUPPLY OF SMALL PLANT, EQUIPMENT TOOLS AND ACCESSORIES	
0002:	MAINTENANCE/SERVICE OF SMALL PLANT, EQUIPMENT TOOLS AND ACCESSORIES	
0003:	REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES	
0004:	MECHANICAL AND MACHINE TRAINING AND CERTIFICATION	
0005:	ADDITIONAL SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES	
0006:	SERVICING OF MOBILE TOILETS	

<b>SUBTOTAL</b>	
-----------------	--

ADD 20% CONTINGENCIES	
-----------------------	--

<b>SUBTOTAL</b>	
-----------------	--

VALUE-ADDED TAX (VAT) (15%)	
-----------------------------	--

<b>TENDER SUM CARRIED TO FORM OF OFFER</b>	
--	--

**SIGNED ON BEHALF OF TENDERER:.....**



**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **C3: Scope of Works**

### **PART C3: SCOPE OF WORKS**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b><u>SECTION A:</u>      <u>STANDARD AMENDMENTS ISSUED BY COLTO</u>.....</b>	<b>82</b>
<b><u>SECTION B:</u>      <u>PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT</u> <u>SPECIFICATION</u> .....</b>	<b>8ERROR! BOOKMARK NOT DEFINED.</b>

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

**SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO**

**Notes to tenderer:**

- 1. The Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Section A, together with additional amendments as set out in Section B.**
- 2. Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the “General Conditions of Contract for Road and Bridge Works for State Road Authorities” issued by COLTO (clause 1115 of the Standard Specifications refers).**
- 3. The General conditions of Contract applicable to this contract are the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” (1999), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.**
- 4. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.**

As at time of this tender no amendments have been issued.

## **SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION**

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the FIDIC Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The Employer assumes no responsibility for the contractor's interpretation of which is the correct relevant clauses.

**PROJECT SPECIFICATIONS**

<b>TABLE OF CONTENTS</b>		<b>PAGE</b>
<b>SERIES 1000:</b>	<b>GENERAL.....</b>	<b>85</b>
<b>SECTION B1100:</b>	<b>DEFINITIONS AND TERMS.....</b>	<b>85</b>
<b>SECTION B1200:</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS.....</b>	<b>86</b>
<b>SECTION B0000:</b>	<b>SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES.....</b>	<b>89</b>

**SERIES 1000: GENERAL**

**SECTION B1100: DEFINITIONS AND TERMS**

*Add the following clause:*

**“B1156 OTHER DEFINITIONS**

The Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) has been written for all contractors, employers and engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Contractor

The Contractor and the contractor is the same persona, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

Employer

The Employer and employer is the same persona.

Engineer

The Engineer and engineer is the same persona.

Site

The site is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The contractors and his subcontractors camp sites

Works

The works is described in Part C4 of this document.

## SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

### B1204 PROGRAMME OF WORK

#### (a) General requirements

*Replace the first paragraph with the following:*

"The contractor shall base his initial programme of work for a specific order on the scope of works as indicated by the engineer or engineer's representative at that stage. This programme shall be revised based on the scope of works as contained in the official order."

*Add the following subclause:*

#### (c) Execution

The following procedure will be followed in the execution of the works:

- (i) **The engineer or engineer's representative shall inform the contractor of the scope of works pertaining to a particular section of a road or different road sections within the same administrative region.**
- (ii) **The contractor shall inspect the identified site or sites and agree the classification of the different sites with the engineer and prepare an estimate of quantities, monetary value and contract period for executing the work on this site/sites. A cost estimate shall be prepared and submitted in a form acceptable to the engineer and priced in terms of the relevant contract rates and prices.**
- (iii) **The engineer or engineer's representative shall receive this estimate priced Bill of Quantities, consider the availability of funds and the proposed construction period. No work shall be done unless an approved estimate Bill of Quantities has been issued by the employer. The contractor shall also not be allowed to commence with any work until such time as he has entered into agreement with the employer in terms of the Occupational Health and Safety Act, 1993.**
- (iv) **The contractor shall then programme the work pertaining to a particular order to start within the required response time and to be completed by the due completion date. The programme shall be prepared in terms of working days.**
- (v) **The contractor shall execute the works in compliance with the specifications and with due regard of the total amount of the approved Bill of Quantities. Should the contractor find that the scope of work or the quantities required to affect the necessary work included in the specific order would result in an over expenditure on that Bill of Quantities, he shall inform the engineer or engineer's representative timeously. No over expenditure on a particular Bill of Quantities shall be accommodated unless the engineer or engineer's representative had been informed timeously of the possible over-expenditure and had been given the opportunity to review the scope of works for that particular Bill of Quantities with the view of adjusting it to remain within the Bill of Quantities amount or to initiate alternative measures available within the Provincial Financial System. Such alternative measures may include the issue of a supplementary Bill of Quantities to conclude the work included in the original scope of works, if approved by the engineer.**
- (vi) **No work shall be done if the environmental conditions are such that the quality of the work will be detrimentally affected or will constitute a hazard to the motoring public.**
- (vii) **Should conditions outside of the control of the contractor be encountered on site which would materially influence the production by the contractor, the contractor may claim for an extension of time. Such a claim shall in all respects comply with the requirements in the Conditions of Contract.**

The length of the extension of time claimed, shall be based on the minimum production rates quoted in the attached form, or on the production rate implied by the contractor in his programme for that particular order, whichever gives the shorter possible extension of time period.

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following after the title:*

"The contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

*Replace the third paragraph with the following:*

"The intensity of control and of tests to be conducted by the contractor in terms of these obligations shall be at least to a sample level of 5 % of the total works contained in that specific order or such higher sample level to ensure that proper control is being exercised."

**B1209 PAYMENT**

**(b) Rates to be inclusive**

*Add the following to the first paragraph:*

"VAT shall be excluded from the rates."

**"B 1215 EXTENSION OF TIME**

Extension of time in terms of Clause 8.4 of the Conditions of Contract shall be determined by mutual agreement between the engineer and the contractor. Delays on working days only (based on a six-day working week) and excluding non-working days as indicated in the Appendix will be taken into account for the determination of the extension of time."

**B 1227 MONTHLY SITE MEETINGS**

*Add the following:*

"The venue of such site meetings shall be determined by the engineer."

*Add the following clauses:*

**B1231 MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do comply with this specification.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where materials are specified under trade names tenders must be based on these materials.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions. Agrément certified products shall be used and placed in accordance with its Agrément certification criteria.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.”

## **SECTION 00: SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES**

Add the following:

### **0001: Supply of Small Plant, Equipment, Tools and Accessories**

The supply of Small Plant, Equipment, Tools and Accessories will be measured and paid for under item 1

### **0002: Maintenance / Service of Small Plant, Equipment, Tools and Accessories**

The maintenance (service) of Small Plant, Equipment, Tools and Accessories will be measured and paid under item 2

### **0003: Repair of Small Plant, Equipment, Tools and Accessories**

The repair of Small Plant, Equipment, Tools and Accessories will be measured and paid for under item 3

### **0004: Mechanical and Machine Training and Certification**

Mechanical and machine training and certification will be measured and paid for under item 4

### **0005: Servicing of Mobile Toilets (Trailers)**

Servicing of mobile toilets will be measured and paid for under item 5

## **0000: MEASUREMENT AND PAYMENT**

Add the following pay items:

<b><u>Item</u></b>	<b><u>Unit</u></b>
<b><u>0001: Supply of small plant, equipment, tools and accessories</u></b>	<b>Number of</b>

Payment shall be done for the supply of small plant, equipment, tools and accessories as per items in the Bill of Quantities as delivered according to the specifications to the Gauteng Department of Roads and Transport. All items must be delivered at the stores at Koedoespoort. The cost of transport and off-loading of items shall be included in the rates. **Certain items should be tested and certified by SABS, and certification of these items should be submitted with delivery.**

<b><u>Item</u></b>	<b><u>Unit</u></b>
<b><u>0002: Maintenance (service) of small plant, equipment, tools and accessories</u></b>	<b>PC Sum</b>

Payment shall be done on maintenance (service) of small plant, equipment, tools and accessories as instructed by the Engineer. All items must be delivered at the stores at Koedoespoort. The cost of transport and on- or off-loading of items shall be included in the rates.

<u>Item</u>	<u>Unit</u>
<b><u>0003: Repair of small plant, equipment, tools and accessories</u></b>	<b>PC Sum</b>

Payment shall be done on repairs of small plant, equipment, tools and accessories as instructed by the Engineer. All items must be delivered at the stores at Koedoespoort. The cost of transport and on- or off-loading of items shall be included in the rates. If the supply may not repair small plant, equipment, tools and accessories within 90 days in this 3-year period, the supplier or contractor shall take countability and replace the damaged item(s). (Consideration will be taken in regards with the warrantee/guarantee period of the manufacturer.)

<u>Item</u>	<u>Unit</u>
<b><u>0004: Mechanical and machine training and certification of items 1</u></b>	<b>PC Sum</b>

Payment shall be done on mechanical and machine training and certification of small plant, equipment, tools and accessories listed in the Bill of Quantities, as instructed by the Engineer.

<u>Item</u>	<u>Unit</u>
<b><u>0005: Servicing of mobile toilets (Trailer)</u></b>	<b>Lump Sum</b>

Payment shall be for the servicing of the mobile toilets at the depots as instructed by the engineer. The quantity is made up by the formula: 1 x weekly x 52 weeks per year x 3 years x 17 trailers. All additional costs must be included in the rates (transport, discarding of sewerage at pre-approved sewerage dumping sites, chemicals, etc.)

**TENDER NUMBER: DRT 10/06/2022 SUPPLY, MAINTAIN AND REPAIR OF SMALL PLANT, EQUIPMENT, TOOLS AND ACCESSORIES FOR ALL FIVE REGIONS IN GAUTENG FOR A PERIOD OF THREE YEARS**

## **C4: Site Information**

### **PART C4: SITE INFORMATION**

<b>TABLE OF CONTENTS</b>		<b>PAGE</b>
<b>C4.1</b>	<b>THE WORKS: DESCRIPTION AND EXECUTION.....</b>	<b>92</b>
<b>C4.8</b>	<b>RESPONSIBILITIES OF THE ENGINEER AND ENGINEER'S REPRESENTATIVE.....</b>	<b>93</b>
<b>C4.9</b>	<b>QUALITY CONTROL.....</b>	<b>93</b>
<b>C4.10</b>	<b>DISPUTE RESOLUTION.....</b>	<b>93</b>
<b>C4.11</b>	<b>CLAIMS PROCEDURE.....</b>	<b>93</b>

## Information Only

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

## MISCELLANEOUS

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of rates or the drawings, the project specifications shall take precedence.

The Standard Specifications which form part of this contract have been written to cover all phases of work normally required for road contracts and may therefore cover items not applicable to this particular contract. Tenderers shall take note of the revisions thereto contained in this volume.

### C4.1 THE WORKS: DESCRIPTION AND EXECUTION

#### (a) General

This Contract is a period contract for the supply, maintenance and repair of small plant, equipment, tools and accessories for all five regions in Gauteng for a period of THREE YEARS.

- **The Contract is let on an as-and-when-required basis and will always be subject to the availability of sufficient funds by the Employer.**
- **The Contract is not based on estimated quantities as it is a period contract for work as- and-when required. The Contract requires Tenders to be submitted on the basis of different Schedules of Prices and Rates. These rates and prices shall be applicable irrespective of the actual quantities ordered.**
- **“As and when required” contracts will cease to exist after the contract period lapsed or if the contract value has been depleted. The Employer has the right to determine the method in which the contract will cease to exist.**
- The Bill of Quantities is 1 bill.
- The Employer reserves the right to award the bill to a specific contractor. The contractor will not be entitled to any additional remuneration other than the specific rates should any of the regions or subsections not be awarded to him.
- The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. (See clause 15 of the General Conditions of Contract – 2010 and clause 16 for the Suspension and Termination by the Contractor).
- **The contractor shall be liable for all claims that result during the execution of his work on site. (see clause 17.1 of the General Conditions of Contract – 2010)**

**(b) Site location**

The general locality of the site is the provincial stores at Koedoespoort, Pretoria, in Gauteng Province.

**C4.2 RESPONSIBILITIES OF THE ENGINEER AND ENGINEER'S REPRESENTATIVE**

Notwithstanding anything else indicated in the contract, the engineer or engineer's representative shall be responsible for the following:

- (i) Indicating the scope of work prior to an order being issued and/or revising the scope in case of imminent over-expenditure on a particular order.
- (ii) Agreeing on the classification of the Works.
- (iii) Unambiguous indication of the beginning and end of each individual no-overtaking or no-crossing line markings.
- (iv) Agreeing with the quantities to be invoiced by the contractor.
- (v) Acceptance quality control of finished work, at the completion of the work and at different identified points during the functional performance guarantee period.

**C4.3 QUALITY CONTROL**

The Contractor shall be responsible for all routine tests to monitor the quality of his work and the materials used. This monitoring shall be in accordance with the approved quality plan. The cost of this monitoring shall be included in the rates tendered for the various items.

**C4.4 DISPUTE RESOLUTION**

The Contractor shall have the right by written notice to the Engineer, to require him to consider any disagreement raised with the Engineer or Engineer's Representative. All disputes shall be settled in accordance with the Conditions of Contract.

**C4.5 CLAIMS PROCEDURE**

Any claim by the Contractor shall be submitted to the Engineer and be considered in accordance with the procedure detailed in the Conditions of Contract.

Unless the Contractor was not or could not reasonably have been aware of facts that would form the basis of a claim, no claims shall be considered by the Engineer if received later than the final invoice by the Contractor for payment of the works pertaining to the same order as that which forms the subject of the claim.