



community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

TENDER NO: CSR&T/BID02/2025/26

**APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS
OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM
19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN
FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS**

CLOSING DATE: 31 JULY 2025

CIDB GRADING MINIMUM: 6 CEPE/7CE ONLY

VOLUME 1

Prepared for:

Prepared by:

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

P.O BOX 690

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9301

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NAME OF BIDDER

BID AMOUNT

CSD NUMBER



EXPANDED PUBLIC WORKS PROGRAMME

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The **Project Document**, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see Note 1 below).

The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

This volume also includes the Environmental Management Plan, Health and Safety Compliance and details of the Materials Investigation (if applicable).

Volume 2: Book of drawings (see Note 1 below).

Volume 3: The **GCC 2015** - General Conditions of Contract for construction works, 2nd Edition 2015, issued by the South African Institute of Civil Engineering (see Note 1 below).

Volume 4: The **COTO** Standard Specifications for Road and Bridge Works 2020, issued by the Committee of Transport Officials which the tenderer shall purchase himself / herself (see Note 2 below).

Volume 5: The **SARTSM regulation** for Road Signs and Road Marking Manual.

Notes to Tenderer:

Note 1: Volume 1 is issued at tender stage by the Head: Department of Community Safety, Roads and Transport and contains the following files:

At Contract stage Volume 1 will be a bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data

- Pricing Data
- Scope of Work
- Site Information

Note 2: Volume 2 is issued at implementation stage to the successful bidder by the Project Manager.

Note 3: Volume 3 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 4: Volume 4 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 5: Information provided by a tenderer over and above the above elements of volume 1 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

Note 6: For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:

- Form of Offer and state "Alternative Form of Offer";
- All returnable schedules applicable to alternative offer, as is appropriate;
- Alternative Pricing Schedule;
- Other relevant information.

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

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FOREWORD

This document consists of two sections, namely the **TENDER** and the **CONTRACT**.

THE TENDER consists of two parts, namely:

- **T1 : Tendering Procedures** Volume 1
- to be complied with by every Tenderer submitting a tender offer,
- and
- **T2 : Documents to be returned by the Tenderer** Volume 1
- Including the returnable schedules and forms to be completed by each Tenderer, some of which will eventually be incorporated into the contract between the successful Tenderer and the Employer.

THE CONTRACT consists of four parts, namely:

- **C1 : Agreements and Contract Data** Volume 1
- **C2 : Pricing Data**..... Volume 1
-
- **C3 : Scope of Work** Volume 1
(Specifications and Project Specifications)
- and
- **C4 : Site Information** Volume 1

THE TENDER

PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 The Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for the **APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS: CSR&T/BID01/2025/26**

1. PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT)					
BID NUMBER:	CSR&T/BID02/2025/26	CLOSING DATE:	31 JULY 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
45 Charlotte Maxeke Street					
Perm Building					
Bloemfontein					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. M. Hlatywayo & Mr. K Koenane		CONTACT PERSON	Mr SE Moloi	
TELEPHONE NUMBER	079 694 0590 & 068 510 8703		TELEPHONE NUMBER	058 307 3800/081 853 8733	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Hlatywayom@freetrans.gov.za Koenanek@freetrans.gov.za		E-MAIL ADDRESS	moloie@freetrans.gov.za or eugenesisibusiso@yahoo.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

2. PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **6 CEPE/7 CE ONLY**

T1.1.3 Tenderers must be registered with the **CIDB** in a **CE** class of construction works.

T1.1.4 **Preferences**

The Tender will be subjected to preferential procurement policy framework as amended.

Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Department of Community Safety, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2010*. The 80/20 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the *Preferential Procurement Regulations, 2022*.

T1.1.5 **Tender Documents**

The tender documents will be given to the respective contractor's on the day of tender briefing and

Queries relating to the issues of these documents may be addressed to:

Technical enquiries:

Mr SE Moloi
Tel no.: 058 307 3800
Cell no.:081 853 8733
E-mail.: moloie@freetrans.gov.za or eugenesibusiso@yahoo.com

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at Bethlehem Regional Roads office (Public works Building, Kestell Road, Bethlehem) **on the 25 JULY 2025 at 11:00 am**

T1.1.7 The closing time, date and venue for receipt of tenders will be **11h00 on 31 JULY 2025** at the Ground Floor of Perm Building, 45 Charlotte Maxeke, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

T1.1.8 Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

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.

<u>Clause number</u>	<u>Wording</u>
F.1	GENERAL
F.1.1	Actions
	The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.
F.1.2	Tender documents
	The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.
F.1.3	Interpretation
F.1.3.1	The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.
F.1.3.2	These Conditions of Tender, the Tender Data and Tender Schedules, which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
F.1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply: <ul style="list-style-type: none"> a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
F.1.4	Communication and Employer's Agent
	Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.
	The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least **five working days** before the closing time stated in the Tender Data.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

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

F.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

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

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

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

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

- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.
- F.2.15 Closing date and time**
- F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
- F.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.
- This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). **No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.
- F.2.15 Provide other material**
- F.2.15.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.
- Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.
- F.2.15.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Unless otherwise stated in the tender data, respond to a request for clarification received up to **five working days** prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until **ten (10) working days** before the tender closing date stated in the Tender Data.

If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers who's Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Method 1 : Financial offer (N/A)	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences (N/A)	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for specific goal.. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality (N/A)	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for specific goals. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Tenderer, and
- d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any).

Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.15 Provide copies of the contract

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance

T1.3 TENDER DATA

T1.3.1 GENERAL

The Conditions of Tender in Section T1.2 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. The Tender Data in this Section T.1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

Clause number

Wording

F1. GENERAL

F.1.2 Tender documents

The tender documents issued by the Employer comprise of:

a) VOLUME 1: PROJECT DOCUMENT

This volume is the Project Document and contains the following sections:

THE TENDER

PART T1: TENDERING PROCEDURES

- T1.1 TENDER NOTICE AND INVITATION TO TENDER
- T1.2 STANDARD CONDITIONS OF TENDER
- T1.3 TENDER DATA

PART T2: RETURNABLE DOCUMENTS

- T2.1 LIST OF RETURNABLE DOCUMENTS
- T2.2 RETURNABLE SCHEDULES

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONTRACT DATA

PART C2: PRICING DATA

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

PART C3: SCOPE OF WORK

- C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS
C3.3 PARTICULAR SPECIFICATIONS

PART C4: SITE INFORMATION

C4.1 SURVEYS/BEACON
C4.2 PAVEMENT INFORMATION
C4.3 LOCALITY PLAN

The following documents also form part of the tender and contract, but must be purchased by each of the Tenderers themselves:

b) VOLUME 2: BOOK OF DRAWINGS

This volume is the generic Book of Drawings and will be issues to the appointed Contractor during the implementation stage.

c) VOLUME 3: *General Conditions of Contract for construction works, 2nd edition 2015*, issued by the South African Institute of Civil Engineering.

d) VOLUME 4: *The COTO Standard Specifications for Road and Bridge Works for State Road Authorities October 2020*, issued by the Committee of Land Transport Officials.

e) VOLUME 5: The SARTSM regulation for Road Signs and Road Marking Manual.

f) *The Occupational Health and Safety Act No 85 and Amendment Act No 151 of 1993, and the Construction Regulations GNR.929 of 25 June 2014 (Government Gazette No 25207 of 15 July 2014, Notice No R1010)*, together with all COVID related regulations. This document is obtainable separately, and Tenderers shall obtain their own copies.

g) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprises and labour.

- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004, and amendments
- (ii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- (iii) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

The Project Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 Communication and Employer's Agent

The Employer's Agent is: Mr V Ntaka

Address : 26 Hartley Street, Hamilton, BLOEMFONTEIN
Tel no : 082 059 9720
Fax no : 051 409 8575
E-mail : NtakaV@freetrans.gov.za or ntakav.freetrans@gmail.com

The Engineer per GCC 2015 is: Mr SE Moloie

Address : 26 Hartley Street, Hamilton, BLOEMFONTEIN
Tel no : 081 853 8733
Fax no : 051 409 8575
E-mail : moloie@freetrans.gov.za or eugenesibusiso@yahoo.com

F2.1 Eligibility

F2.1.1 Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.

F2.1.2 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to only than a contractor grading designation determined in accordance with the sum tendered for **6 CEPE/7 CE ONLY** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above
- c) Tenderers need to ensure that they are registered in the grading in which they tender if their tender price differs from the grading as specified

F2.1.3 Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with the CIDB;
- b) the lead partner has a contractor grading designation in the **6 CEPE/7 CE ONLY** class of construction work; or
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to only than a contractor grading designation determined in accordance with the sum tendered for a **6 CEPE/7 CE ONLY** class of construction work.

F2.7 Site visit and clarification meeting

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

NOTE: NON-ATTENDANCE OF THIS MEETING WILL DISQUALIFY THE TENDER

- (a) The Attendance List will be accepted as the official attendance of the clarification meeting. Signing the Attendance List of this meeting is the responsibility of the Tenderer attending the meeting and site inspection.

It is important for prospective Tenderers to note that the name of the company on the Attendance List will be accepted as the legitimate Tenderer, which was represented by the person who signed the Attendance List.

- (b) Addenda of additional or changed contractual information will only be forwarded to Tenderers who attended the official site visit and clarification meeting.

F2.12. Alternative tender offers

Should a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 0% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F2.13 Submitting a tender offer

F2.13.5 Tender offers shall be submitted as an original only.

F2.13.7 The Employer's address:

The Head of Department
Department of Community Safety, Roads and Transport
P O Box 690
Room 219
Perm Building
Charlotte Maxeke Street
BLOEMFONTEIN
9300

Location of tender box : **Ground Floor of 45 Charlotte Maxeke Street, Perm Building, Bloemfontein**

Identification details : **Contract no:**

Description of project : **APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS**

F2.15 Closing time

The closing date for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F2.16 Tender offer validity

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

F2.15 Provide other material

The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works with satisfactory evidence that such staff members satisfy the eligibility requirements.

F2.23 Certificates

The following certificates need to be included in the Tender:

- a) A valid Tax Pin or Clearance Certificate for the Tenderer or for each of the JV partners if tendered in a Joint Venture, issued by the South African Revenue Services;
- b) The Tenderer's CIDB Registration Certificate or the Joint Venture's members' CIDB Registration Certificates with an indication of the senior partner.

F3.4 Opening of tender submissions

Tender submissions will be opened at 45 Charlotte Maxeke Street, Room 219, Perm Building.

F3.5 Two-envelope system

The two-envelope system will not be followed for this contract.

F3.11 Evaluation of tender offers

F3.11.1 Bids will be evaluated on a three stage process i.e. mandatory requirements, functionality and preference points system; whereby potential service providers are expected to score minimum points of 24 out of 40 for functionality. Failure to score the required minimum requirements then the bidder will be disqualified.

Furthermore, all bids that score 24 points or more for functionality will undergo further evaluation using the 80/20 preference points system. This is in accordance with the anticipated project cost not exceeding R50, 000,000.00.

It must be noted that functionality will be evaluated separately from Price and Specific goals. This means that points scored for price will be added to points scored for specific goals, determine the highest scoring bidder.

F3.11.2 STAGE 1 - MANDATORY REQUIREMENTS

- ✓ Attendance of compulsory briefing session

Briefing session will be held as per the details below and in addition the purpose is to give contractors clear requirements of the bid. Furthermore, it must be noted that, bidders who will not attend the briefing session as requested will be disqualified.

Completed and signed attendance register will be used to verify attendance of each bidder.

Date: 25 July 2025

Venue: Bethlehem Regional Roads Office (Public Works Building, Kestell Road, Bethlehem)

Time: 11:00 am

Technical enquiries: Mr SE Moloi (moloie@freetrans.gov.za/ 081 853 8733)

SCM enquiries: Ms M Hlatywayo (hlatywayom@freetrans.gov.za/051 409 8891) /

Mr KJ Koenane (koenane@freetrans.gov.za/051 409 8899)

- ✓ Provide a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-Contractors are involved, each party to the association must submit a separate unique security personal Identification number).
- ✓ Bidders must return all fully completed with a black ink pen / typed / stamped without any alterations and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must complete with a black ink non-erasable and attach all returnable documents
- ✓ Bidders must be registered on the centralized supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA.....)
- ✓ Bidders must attach a valid CIDB grading 6 CEPE/7CE, only.
- ✓ Bidders must attach the company shareholding (CIPC certificate of ownership not older than 3 months and certified by SAPS).
- ✓ ***In the case of a Joint Venture/ Consortium (any form of partnership) the Bidder must attach the following:***
 - a. A joint venture agreement duly signed by both parties, and
 - b. Certificate of Authority for Signature (Power of Attorney).
 - c. The CIDB grading calculated in the name of the JV must also be attached.

NB: Failure to comply with the mandatory requirements will lead to disqualification

F3.11.3 STAGE 2 – FUNCTIONALITY (QUALITY) – 40 POINTS

Points for functionality will be allocated according to the table below:

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
EXPERIENCE	Bidders must submit with their bid Copies of Appointment Letters and completion certificates for similar nature of work (REPAIR OF SINK-HOLE, SPECIAL MAINTENANCE AND REHABILITATION AND CONSTRUCTION (UPGRADING) OF ROAD PROJECTS) with traceable references to be attached as proof.	5 Appointment letters and completion certificates of similar work completed or more. (Repair of sink-hole, special maintenance and rehabilitation and Construction (upgrading) of road projects)	10	10
	Appointment Letters and completion certificates will only be considered valid if they meet the following criteria: <ul style="list-style-type: none"> ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided (Repair of sink-hole, special maintenance and rehabilitation and Construction (upgrading) of road projects). 	3-4 Appointment letters and completion certificates of similar work completed or more. (Repair of sink-hole, special maintenance and rehabilitation and Construction (upgrading) of road projects)	7	
	<ul style="list-style-type: none"> ✓ Appointment letter and completion certificate must be of the same project. ✓ Only projects above R20 million will be considered as appropriate. ✓ TIME FRAME- For projects on or after 1 January 2015. 	1-2 Appointment letters and completion certificates of similar work completed or more. (Repair of sink-hole, special maintenance and rehabilitation and Construction (upgrading) of road projects)	3	

	✓ It must contain contact details, signed, and dated by authorised personnel. In the case where completion certificates are signed by consultants- the appointment letter of such consultant(s) by roads agency of state and any provincial, National, Municipality must be attached.	0 Appointment letters and completion certificates of similar work completed or more. (Repair of sink-hole, special maintenance and rehabilitation and Construction (upgrading) of road projects)	0	
CAPACITY NB: Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: 01/07/2016 to 31/07/2021 (5 Years)	<p>Contracts Manager: Years of experience with a B. Tech or B.Eng. Degree qualification in Civil Engineering and registered with a professional body (ECSA and minimum registration as Professional Engineer or Professional Technologist).</p> <p>CV's and certified copies by SAPS of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.</p> <p>NB: Attach employment contract of the member. Please note submitted CVs will be accepted as project team members for the project duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!</p>	More than 10 years of experience in roads construction & qualifications on similar works	8	8
		More than 6 to 10 years of experience in roads construction & qualifications on similar works	5	
		3 to 6 years of experience in roads construction & qualifications in similar works	2	
		<p>Less than 3 years of experience in road construction.</p> <p>No correct qualifications or not certified by SAPS</p> <p>Contract of employment not attached</p>	0	

	<p>Site Agent: Years of experience with a National Diploma in Civil Engineering or equivalent and registered with a professional body (ECSA and minimum registration as Professional Technician).</p> <p>CV's and certified copies (SAPS) of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.</p> <p>NB: Attach employment contract of the member. Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!</p>	More than 5 years of experience in roads construction & qualification	7	7
		1 to 5 years of experience in roads construction & qualifications	4	
		No experience in road construction with qualification	2	
		No experience and qualification in roads construction	0	
PLANT/ EQUIPMENT	<p>Ownership of a plant is critical and Bidders must attach proof (e-natis certificate of ownership in the name of the tenderer or JV partner where applicable) thereof.</p> <p>In case of rental a lease agreement with suspensive condition must be attached along with e-natis certificate of ownership of the lessor.</p> <p>In case of holding company and its subsidiaries a memorandum of agreement must be attached for utilization of plant equipment,</p>	1 x Grader	1	10
		1 x Excavator	2	
		2 x Tipper truck, one tipper truck =1 point	2	
		1 x Paver	1	
		1 x Smooth drum roller (SDR)	2	
		1 x Pneumatic tyred roller (STR)	2	

	failure to attach leads to disqualification.			
LOCALITY	Locality as per CIPC registration (falsification of locality will lead to disqualification from participating in the contract)	Thabo Mofutsanyana based offices	5	5
		Free State based offices	3	
		Outside Free State Province based offices	1	
MAXIMUM POSSIBLE SCORE				40

Potential service providers are expected to score minimum points of 24 out of 40 for functionality. Failure to score the required minimum score of 24 points as indicted in the GRID above will be disqualified

F3.11.4 STAGE 3 – PREFERENCE POINT SYSTEMS (PRICE AND SPECIFIC GOALS)

Assessment for stage 3 will be evaluated on 80/20 Preferential Point System as follows:

F3.11.4.1 PRICE (80)

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

F3.11.4.2 SPECIFIC GOALS (20)

A maximum of 20 points is allocated for specific goals.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	6	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	8	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	4	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	2	CIPC, Certified ID copies and medical certificate by SAPS within 3 months	
Total	20		

NB: The responsive bidder will then be evaluated on the following after Phases 1, 2 and 3 have be passed successfully before awarding of the tender:

- Resource verification exercise will be conducted by the Department to assess equipment and all other resources required for the successful execution of the project.
- Should the service provider have arrangements to rent the equipment, all the necessary arrangements are to be made for the verification purpose.
- When the Department is in the process of verification and not find any required resources, the service providers bid will be disqualified.

F3.13 Acceptance of tender offer

F3.13.1 Tender offers will only be accepted if:

- a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- b) the Tenderer submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission;
- d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- e) the Tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- f) the Tenderer included with its tender the contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it is registered in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act;
- g) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- h) the Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect
- i) 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.

F3.14 Provide copies of the contract

The Employer will provide the successful Tenderer, now the Contractor, with one copy of the complete, signed contract document.

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE OR HIGHER FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

PART T2 : RETURNABLE DOCUMENTS

CONTENTS

SECTION	DESCRIPTION	PAGE
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T2.2	RETURNABLE SCHEDULES	T2-3

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following :

1. All the certificates listed in the Tender Data under F2.23 : Certificates ;
2. All the returnable schedules and forms listed in T2.2.1 : Returnable Schedules Required for Tender Evaluation Purposes ;
3. All the returnable documents listed in T2.2.2 : Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract ;
4. All the agreements and forms listed in T2.2.3: Forms to be completed by the successful Tenderer ;
5. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer ;
6. Pricing Data in C2.2 : Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

CONTENT

SECTION	DESCRIPTION
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS
SCHEDULE B	CERTIFICATE OF AUTHORITY
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE
SCHEDULE D	PLANT AND EQUIPMENT
SCHEDULE E	EXPERIENCE OF TENDERER
SCHEDULE F	TENDERER'S KEY PERSONNEL
SCHEDULE G	PRELIMINARY PROGRAMME
SCHEDULE H	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
SCHEDULE I	TENDERER'S HEALTH AND SAFETY PLAN AND DECLARATION
SCHEDULE J	TENDERER'S CERTIFICATE OF REGISTRATION WITH CIDB
SCHEDULE K	TAX CLEARANCE CERTIFICATE/S
SCHEDULE L	PREFERENCIAL PROCUREMENT REGULATIONS 2022
SCHEDULE M	BIDDER'S DISCLOSURE
SCHEDULE N	PRICING SCHEDULE-FIRM PRICE (PURCHASES)

T2.2.2 RETURNABLE DOCUMENTS: ATTACH ALL COMPLIANCE REQUIRED DOCUMENTS (TO BE EVALUATED ON STAGE 1 TO 3)

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his/her ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Addendum no.	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:

SCHEDULE B: CERTIFICATE OF AUTHORITY

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

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr./Ms., acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director:

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms , acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, hereby authorize Mr. /Ms. acting in the capacity of..... , to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it, on our behalf.

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

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

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of sole owner:

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be attached here.

SCHEDULE C : 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 :

Section 3 : CIDB registration number :

Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

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

Section 5 : Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6 : Record of service of the state

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

- | | |
|--|---|
| <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 the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

Note : 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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

Note : Insert separate page if necessary

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

- i) 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;
- ii) 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;
- iii) 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

SCHEDULE D: PLANT AND EQUIPMENT

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

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Note: Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E: EXPERIENCE OF TENDERER

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE:

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

SCHEDULE F: TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE:

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

ATTACH COPIES OF NQF CERTIFICATES FOR LABOUR INTENSIVE CONSTRUCTION OF RELEVANT SUPERVISORS

SCHEDULE H: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively, a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

SIGNATURE:

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

ATTACH ALTERNATIVES HERE

SCHEDULE I: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 151 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE:

CONTRACTOR'S SAFETY PLAN

The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, including COVID 19 OHS regulations 2020, and referred to in Form K.

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)
 - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
 - Details of the Construction Supervisor and his appointed assistants (if any);
 - Details of the Construction Safety Officer, full-time or part-time;
 - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
 - Details of a proper risk assessment on which his health and safety plan is based;
 - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
 - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

		Yes	No
1.1	Is there a written company health and safety policy?		
1.2	Does the company have an OHS Management System?		
1.3	Is there a company OHS Management Manual or Plan?		
1.4	Are health and safety responsibilities clearly identified for all levels of staff?		

2. Safe Work Practices and Procedures

		Yes	No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?		
2.2	Does the company have any permit to work systems?		
2.3	Is there a documented incident investigation procedure?		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
2.5	Are there procedures for storing and handling hazardous substances?		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

3. OHS Training

		Yes	No
3.1	Is health and safety training conducted in the company?		
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?		

4. Health and Safety Workplace Inspection.

		Yes	No
4.1	Are regular health and safety inspections at worksites undertaken?		
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?		
4.3	Is there a procedure by which employees can report hazards at workplaces?		

5. Health and Safety Consultation.

		Yes	No
5.1	Is there a workplace health and safety committee?		
5.2	Are employees involved in decision making over OHS matters?		
5.3	Are there employee elected health and safety representatives?		

6. OHS Performance Monitoring.

		Yes	No
6.1	Is there a system for recording and analyzing health and safety performance statistics?		
6.2	Are employees regularly provided with information on company health and safety performance?		

6.3	Has the company ever been convicted of an occupational health and safety offence?			
-----	---	--	--	--

7. Does your company's health and safety plan contain the following elements?

		Yes	No
7.1	Description of the contract		
7.2	OHS Structure of work undertaken under this contract		
7.3	Induction and safety training		
7.4	Safe work practices and procedures for specific work undertaken		
7.5	Risk assessments for specific works undertaken		
7.6	Workplace inspection schedule for duration of contract		
7.7	OHS consultative processes to be followed		
7.8	Emergency procedure for this specific contract		
7.9	Incident recording and investigation on procedures		
7.10	Health and safety performance monitoring arrangements to be implemented during contract		

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SCHEDULE J: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].

SCHEDULE K: TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet his requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin or Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via E-Filing. In order to use this provision, taxpayers will need to register with SARS as E-Filers through the website www.sars.gov.za.
7. Tax pin document with updated information can be attach to verify the validity of SARS bid status

SCHEDULE L:

SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and specific goal must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level for specific goal of contributor together with the bid, will be interpreted to mean that preference points for specific goal of contribution are not claimed.

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

2. DEFINITIONS

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

- (b) **"lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (c) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (e) This gazette is also available free online at www.gpwonline.co.za 4 No. 47452 GOVERNMENT GAZETTE, 4 November 2022
- (f) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with 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;
- (g) **"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;
- (h) **"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 "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2 POINTS AWARDED FOR SPECIFIC GOALS

- 3.2.1. 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)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	6	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	8	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	4	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	2	CIPC, Certified ID copies and medical certificate by SAPS within 3 months	
Total	20		

NB: The responsive bidder will then be evaluated on the following after Phases 1, 2 and 3 have be passed successfully before awarding of the tender:

- Resource verification exercise will be conducted by the Department to assess equipment and all other resources required for the successful execution of the project.
- Should the service provider have arrangements to rent the equipment, all the necessary arrangements are to be made for the verification purpose.
- When the Department is in the process of verification and not find any required resources, the service providers bid will be disqualified.

SCHEDULE M:

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 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

**T2.2.2 RETURNABLE DOCUMENTS: ATTACH ALL COMPLIANCE REQUIRED
DOCUMENTS (TO BE EVALUATED ON STAGE 1 TO 3)**

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE OR HIGHER FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C1.1	FORM OF OFFER AND ACCEPTANCE	C1-3
C1.2	CONTRACT DATA	C1-8

C1.1 Form of Offer and Acceptance

OFFER

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

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE OR HIGHER FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand
(in words);

R
(in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF:

..... Rand
(in words):

R
(in figures, which will be equivalent to 30% of the contract amount in line with item 33 of the Contract Data)

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

For the Bidder:	Witness:
..... Signature Signature
..... Name and Surname Name
..... Capacity	

Name and address of organization

.

Date:

.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Agreement)
Part C2: Pricing Data
Part C3: Scope of Work.
Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

.....
Signature

.....
Name

.....
Capacity

Name and address of Organization:

.....

.....

Signature and name of witness:
Signature

.
Name

Date:

Schedule of Deviations

Notes:

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

1. Subject

Details

2. Subject

Details

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

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

For the Bidder:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

.....

.....

.....

.....

.....

.....

Name and address of organization:

.....

.....

.....

Witness Signature

Witness Name

Date

Confirmation of Receipt

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

The (Day) of (Month)

20 (Year) at (Place)

For the Contractor:

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

C1.2 CONTRACT DATA

CONTENTS

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C1.2.2	CONTRACT SPECIFIC DATA	C1-11
C1.2.3	DATA PROVIDED BY THE TENDERER	C1-17

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

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

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.2 Specific Approval of the Employer required

"The Engineer or Contractor must obtain special approval or consent from the Employer for the decisions in the following clauses:

Clauses 2.2.3, 3.1.2, 3.2.1, 3.2.4, 4.7, 4.12.1, 4.11.2, 5.7.3, 5.8.1, 5.10.1, 5.11.2, 5.11.3, 5.12.1, 5.13.2, 5.14.1, 5.16.1, 6.3.2, 6.4, 6.5.1, 6.6.1, 6.10.1, 6.10.6, 6.11, 7.8.2.2, 8.2.2.2, 10.1.5."

3.1 Add the following

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 Health and safety

Add the following :

"The Occupational Health and Safety Act No 85 and Amendment Act No 151 of 1993, and the Construction Regulations GNR.929 of 25 June 2017 (Government Gazette No 25207 of 15 July 2003, Notice No R1010) will in all respects be applicable to this contract, including all regulations pertaining to the COVID 19 compliance."

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th sub-paragraphs with the following:

Definition of "L":

Insert "(Consumer Price Index)" after "P0141.1" in the third line.

Insert "(Consumer Price Index and Percentage Change according to Urban Area)" after "Table 21" in the third line.

Definition of "P":

Insert "(Production Price Index)" after "P0142.1" in the second line.

Insert "(Production Price Index for Selected Materials, item 'Civil Engineering Plant')" after "Table 16" in the second line.

Definition of "M":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Materials used in Certain Industries, item 'Civil Engineering Plant')" after "Table 15" in the second line

Definition of "F":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)" after "Table 16" in the second line

[Note: The indices are obtainable in www.statssa.gov.za. The latest indices for L (certain urban areas only), P, M and F, are more readily obtainable in www.safcec.org.za under "CPAF Indices"] upon registration with Safcec

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

"Where the amount is based on current costs de-escalated to the base month, or where daywork is calculated at rates tendered in a daywork schedule, the costs shall not be included in the value of "E".

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

C1.2.2 CONTRACT SPECIFIC DATA

ITEM No:	REFERENCE TO:	CLAUSE	INFORMATION
1	Contractor	1.1.1.9
2	Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion
3	Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date to the time when the entire road is ready for public use without posing risk to users.
4	Employer	1.1.1.15	Free State Provincial Government represented by Head of Department: Department of Community Safety, Roads and Transport
5	Employer's Agent (Engineer)	1.1.1.16	Department of Community Safety, Roads and Transport
6	Address of the Employer	1.2.1.2	<u>Physical:</u> 45 Charlotte Maxeke Street Bloemfontein 9300 <u>Postal:</u> P.O Box 690 Bloemfontein 9300 Telephone No: (051) 409 8575
7	Address of the Contractor	1.2.1.2	Physical Address:..... Postal Address: Telephone Number (Office):

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

			Facsimile Number (Office): E-mail Address (Office):
8	Commencement of Work	5.2	Within 45 calendar days after site hand over, contractual obligations, compliance with Construction Regulations 2014 and Environmental Compliance
9	Documentation required before commencement of the Works	5.3.1	Health & Safety Plan (Refer to CR 2014) Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Performance and retention guarantee 6.2) Insurance (CAR Construction All Risk to Clause 8.6) Construction Permit (CR 2014) (<i>not applicable</i>) Environmental compliance i.e. (mining permit, water usage etc.)
10	Time to submit the documentation required before commencement of the Works	5.3.2	14 Days for all above documents excluding the Construction permit
11	Completion of the Works	5.6.2.1	8 Months starting from the date of site hand over
12	Special non-working times	5.8	Sundays and all public holidays as well as year-end builder's break.
13	Suspension of Works	5.11	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed to stop the Works and or claim interest on the unpaid Works. No claim shall be submitted to the Department once the budget is depleted.
14	Penalty for failing to complete the Works on time	5.13.1	R15 000-00 per calendar day penalty will be implemented for failure to complete the project within its agreed time without any extensions granted.

15	Latent Defects Liability Period	5.16.3	Should there be any structural defects within Fifteen (15) years after final completion, the Contractor will be fully liable for latent defects
16	Security	6.2.1	Performance Guarantee of 10% (normal performance guarantee) of the value of the Works which will be handed back after certification of completion, to be submitted within 14 days after the site hand over date. Expiry date should state “until the issuing of Completion certificate”
17	Day works	6.5.1.2.3	Refer to A1.2.3.11 of the Specifications (Ordering of day work)
15	Rates and Prices are final and binding	6.8	All rate items on the Bill of Quantity must be priced in Rand value except only where the rate is stipulated as Rate Only item. Items that will be priced not with Rand value will be termed or taken as incomplete tender and will be disqualified. Rather price Zero Rand for any uncounted action
19	Contract Price Adjustment	6.8.2	Not applicable.
20	Special Materials	6.8.3	Not applicable.
21	Materials on Site	6.10.1.5	80% of materials delivered on site
22	Retention Money	6.10.3	10% Of Contract Amount. Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of documentation to be submitted within 14 days after the commencement date; one will be handed back on completion and the other 24 months after completion. There will be no retention monies deducted on interim certificates.
23	Quality of materials and workmanship	7.2	The source of supply of all materials including all stone, sand, gravel, water or soil or any other natural material required in the execution of the Works shall be located by the Contractor. The quality of the material relies solely to the Contractor. No material shall be used until it has been approved by the Engineer
24	Defects	7.8	In the event of the Contractor not completing all the outstanding work within the period specified by the

			Employer in terms of the contract, the Employer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Employer. The full retention applicable to the Period of Maintenance shall apply to such extension.
25	Insurances	8.6	<p>8.6.1. Except if provided otherwise in the Contract Data, the insurances to be Contractor, without limiting his obligations in terms of the effected Contract, shall as part of the documentation required before commencing with the Works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the joint names of the Employer and the Contractor:</p> <p>8.6.1.1. Insurance of the Works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause (except the causes set out in Clause 8.3.1), for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate of:</p> <p>8.6.1.1.1. The Contract Price,</p> <p>8.6.1.1.2. The amount stated in the Contract Data to cover the value of Plant and materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and</p> <p>8.6.1.1.3. The amount stated in the Contract Data to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables</p> <p>8.6.1.2. A coupon Policy for Special Risks Insurance issued by Sasria unless otherwise stated in the Contract Data.</p>
26	Limit of Indemnity	8.6.1.3	R10,000,000-00 per claim, number of claims unlimited
27	Other Insurances	8.6.1.5	R0-00
28	Dispute Resolution	10.5.1	Dispute Adjudication Board (DAB), Mediation,
29	Rules for Adjudication and Members	10.5.3	Only Three members required

30	Dispute Resolution	10.7.1	Adjudication (If there are no agreements, then court proceeding will be preferred)
31	Tender Validity Period		90 days
32	Scope	B.1	THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS.
33	Targeted Subcontractors (ABE's)	B.2	Part C3: Scope of Works: C3.7.1.2 (3.1) - 30% of Nett Contract Value excluding Professional Services (Laboratory, OHS practitioners, environmental, Surveyor, External Engineer and Engineer's requirement) must be subcontracted to Local Contractors appointed in terms of attached specification.
34	Targeted Local labour	B.3	<ol style="list-style-type: none"> 1. Net Contract amount less 25% for minimum daily rate on R1Million per 4 employees for conventional project should be appointed with a minimum of six months at a payment rate of R225/day, subjected to increase annually to be communicated by the client. 2. Recruitment of annual labour target shall be as follows: <ul style="list-style-type: none"> • 30% - at the beginning of the financial year • 30% - three months after the initial appointment • 40% - at midway into the financial year 3. The employment demographics are as follows: <ul style="list-style-type: none"> • Youth – 55% • Women – 60% • Disabled – 2% <p>Labour target must be achieved as planned, failure to this will lead into penalties</p>
35	Socio – Economic of Community	B.4	1% of (Contract Value) excluding special services e.g. testing, environmental, OHS and Engineering facilities shall be invested into local Community as social responsibility or contribution
36	Skills Development	B.5	<ol style="list-style-type: none"> 1. Two (2) Civil Engineering Students shall be appointed for experiential Training with stipend of R10 000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers.

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE ONLY FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

			2. Members of Community must also be trained in Labor Intensive Works
37	Approved Professionals, officials or agents	B.6	All the approved and submitted CV for professionals during tendering/ bidding stage must be available on site during the project implementation. Failure to bring at least 80% of all professionals that were presented via CV's during the bidding process will lead to termination of the Contract. Should it be found that people / professionals' CV used were only for tendering purpose the appointment will be terminated. During the signing of the Contract document all CV's for professionals submitted and the valid Employment Contract must be re-submitted as a Special Condition of this Contract. Failure to adhere to this will result in appointment termination. Any replacement of professional, should be replaced by an employee with equivalent experience and qualifications, subject to approval by the client.
38	Skills Developments	B.7	0.2% Of the contract amount to the maximum of R2,000,000.00 to be allocated and pay out to CIDB for external entity identified by the CIDB
39		B.8	
40		B.9	

.....
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC:

Variation in Cost of Special Materials	Unit on which variation will be determined *	Rate or price for the base Month (excluding VAT) **

Notes:

- * Indicate whether the material will be delivered in bulk or in containers.
- ** The price for special materials is only the price for the material and does not include the cost of transport, labor or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

.....

SIGNATURE

APPOINTMENT OF A CONTRACTOR ON CIDB LEVEL 6 CEPE/7 CE OR HIGHER FOR THE REPAIRS OF THE SLOPE EMBANKMENT AND PAVEMENT FAILURE SECTION (KM 18+000 AND KM 19+000) AS A RESULTS OF FLOODING, ON PRIMARY ROAD P51/1(R711) BETWEEN FOURIESBURG AND CLARENS, FOR A PERIOD OF 8 MONTHS

PART C2: PRICING DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
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C2.2	BILL OF QUANTITIES	C2-5

C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition), subject to the following amendments and additions:

C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

m	=	meter
mm	=	millimeter
km	=	kilometer
m ²	=	square meter
m ² .pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ .km	=	cubic meter-kilometer
l	=	litre
kl	=	kilolitre
MPa	=	megapascal
h	=	hour
kg	=	kilogram
Km-pass	=	Kilometer-pass
No.	=	number
sum	=	lump sum
P C sum	=	Prime Cost sum
Prov sum	=	Provisional sum
%	=	Percent
W/day	=	Work day
t	=	ton (1000 kg)
R/only	=	Rate only

C2.1.3 This Bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this bill 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 COTO standard specifications for Roads and Bridge Works for South African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of work for which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump Sum	:	An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste
- C2.1.5 It will be assumed that prices included in the bill of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)
- C2.1.6 The prices and rates in the Pricing Schedule 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 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 a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 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.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule 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 the Pricing Schedule.
- C2.1.10 Reasonable compensations will be received where no pay item appears in respect of work required in terms of the Contract, which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the 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.
- C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition)
- C2.1.13 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor
- C2.1.14 The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.
- C2.1.15 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor
- C2.1.16 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard
- C2.1.17 The provisions of clause 10.1 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- C2.1.18 Subject to the conditions stated in paragraph 15 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between

the tender sum and the correctly extended and totaled bill of quantities, the tendered sum will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender rates to reconcile the tender sum with the total of the bill of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender rates will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- C2.1.19 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- C2.1.20 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment

C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION
C1.2	GENERAL REQUIREMENTS AND PROVISIONS
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS
C1.4	ENGINEER'S FACILITY
C1.5	ACCOMMODATION OF TRAFFIC
C1.6	CLEARING AND GRUBBING
C1.7	LOADING AND HAULING
C3.2	CULVERTS
C4.2	CUT MATERIALS
C4.4	COMMERCIAL MATERIALS
C5.1	ROADBED
C5.2	FILL
C5.3	ROAD PAVEMENT LAYERS
C5.4	STABILISATION
C8.1	PRIME COAT
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT
	SUMMARY OF SECTIONS
	CALCULATION OF TENDER SUM