



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ROADS AND TRANSPORT

TENDER NUMBER: DRT 03/06/2022

**SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A
PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG
PROVINCE**

PROCUREMENT DOCUMENT

JULY 2022

ISSUED BY:

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

NAME OF TENDERING ENTITY:.....

ADDRESS:

TEL NO. FAX NO.

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

BILL A: BENONI REGION R.....

BILL B: BRONKHORSTSPRUIT REGION R.....

BILL C: KRUGERSDORP REGION R.....

BILL D: PRETORIA REGION R.....

BILL E: VEREENING REGION R.....

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GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

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

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 03/06/2022	Supply and delivery of prefabricated concrete related products for a period of three (3) years: all 5 regions in the Gauteng province	Venue: Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street Koedoespoort Pretoria Date: 14 December 2023 Time: 11h00am NB: Failure to attend site briefing will result in disqualification.	Date 19 January 2024 Time: 11H00am Tender Box Gauteng Department of Roads and Transport, Ground floor, Life Centre Building, 45 Commissioner Street, Johannesburg. Tenderers are advised to timeously submit documents earlier than closing date to avoid crowding.

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

In terms of Preferential Procurement Regulation of 2022, the Department will be applying the 80/20 preference point system.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

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

- Fully Complete, sign and submit SBD forms, SBD 1, SBD 4, SBD 6.1 and SBD 7.2 which form part of the tender document.
- Fully Complete and submit SBD form 6.2 – Steel products and components for construction required for this tender is a minimum of 100% local production and content.
- Bidders must attend the compulsory site briefing as indicated above:
 - The attendance register must be completed and will be used as proof of your attendance.
 - Tenderers that do not attend the compulsory pre-bid meeting/ site meeting will be disqualified.
- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document.

OTHER KEY RETURNABLES:

- Tax compliance status pin (A consortium or joint ventures (Including unincorporated consortia) must submit Tax status pin of each partner in the consortium or joint ventures (Including unincorporated consortia).
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa
- Certified **ID copies** of company members and shareholders.
- CSD summary report or MAAA number

FUNCTIONALITY EVALUATION:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality is as follows:

Company relevant Experience in supply and delivery of concrete related products (Max 40 points) N:B (Failure to submit required Completion Certificate/Reference letter dated, and signed in a client's letterhead will result in the bidder getting zero points)	Bank Rating (Max 20 points) (Failure to submit proof of bank rating from the relevant bank will result in the bidder scoring zero points)	Letter of intent (Max 40 points) Letter of intent from suppliers should clearly indicate the supply and delivery of concrete related products. (Only local suppliers will be accepted) (Failure to submit letter of intent will result in the bidder scoring zero points)
Value of supply and delivery of concrete related products with contactable references within the past ten (10) years". (Max 40 points) <ul style="list-style-type: none">• 3 or more projects completed: (40 points)• 2 projects completed: (20 points)• 1 project completed: (10 points)• No project completed: (0 points)	Rating A: (20 points) Rating B: (10 points) Rating C: (5 points) Rating D – G: (0 points)	Letter of intent from suppliers should clearly indicate the supply and delivery of Concrete Material, the tender number, and the description. Letter of intent must be signed by both parties (supplier and bidders) -

PRICE AND PREFERENCE POINT SYSTEM EVALUATION:

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

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

Specific Goals Requirements:

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

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

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

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

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

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

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

OBJECTIVE CRITERIA:

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

1.1 A tenderer will not be awarded more than two (2) bills of quantity (contracts). The tenderer scoring the highest points for more than two (2) bills of quantity (contracts), will be limited to the two (2) highest Rand value bills of quantity (contracts), at the time of award

1.2 The remaining bills of quantity will be awarded to the qualifying tenderers scoring the highest points

1.3 In the event that there are insufficient qualifying bidders for the remaining bills of quantity, the Department reserves the right to award more than two (2) bills of quantity (contracts) to a qualifying tenderer, provided that the tenderer submitted a price proposal for the applicable bill of quantity (contract).

Bidders should note the following:

- Functionality will be scored out of 100 points.
- The department will conduct a detail risk assessment on the recommended bidder/bidders
- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 120 days (excluding public holidays) However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.

- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

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

Correspondence

- For the availability of the bid document and technical specification enquiries contact the following e-mail pelly.ngobeni@gauteng.gov.za/ thabisa.fakude@gauteng.gov.za
- Closing date for enquires:
- Bidders to expect responses within 7 days of this closing date
- Bidders must regularly check, ePortal and Departmental Websites for publication of responses and other communication

Tender Documents

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

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the **01 December 2023.**

For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail @ drtscmbidadmin@gauteng.gov.za

OR Alternatively

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

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

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

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

The Department reserves the right to cancel **OR** not to award this tender to any party.

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

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Part T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (June 2009). (See www.cidb.org.za).

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

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

Clause number	Tender Data
F1.1	The employer is the Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Private Bag X83, Marshall Town.
F1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Forms of offer and acceptance C1.2 - Contract data C1.3 - Other Contract Forms</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site Information C4.1 – The Works: Description and Execution</p> <p>Part C5: Annexure's</p>
F2.1	Only those tenderers who satisfy the PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT and COMPULSORY/MANDATORY TENDER REQUIREMENTS as specified in the Tender Notice and Invitation to Tender are eligible to submit tenders and will be considered responsive.
F2.7	A compulsory clarification meeting will take place at the time and venue as stated in the published “Tender Notice and Invitation to Tender” .
F2.12	No alternative tenders will be considered.
F2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture/Consortium.
F2.13.3	Each tender offer communicated on paper shall be submitted as an original. No copies are required.
F2.13.4	Submit only the signed original tender
F2.13.5 F2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Foyer of Life Centre Building Physical address: 45 Commissioner Street, Johannesburg. Identification details: TENDER NUMBER: DRT 03/06/2022 Supply and delivery of concrete related products for a period of three years: all 5 regions in the Gauteng Province, and the closing date and time</p>

Clause number	Tender Data
	of the tender.
F2.13.6	A two-envelope procedure will not be followed.
F2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F2.15	No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.
F2.16	The tender offer validity period is 120 days.
F2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Form of Guarantee to the format included in Part T2.1 of this procurement document.
F2.23	The tenderer is required to comply and submit the documents outlined in the published Tender Notice and Invitation to Tender.
F2.24	The tenderer must be cognisant of paragraph “ Bidders should note the following ” of the Published Tender Notice and Invitation to Tender.
F3.11.3	The tenderer must be cognisant of the functionality criteria in respect of supply and delivery of guardrails as outlined in paragraph “ FUNCTIONALITY EVALUATION ” of the published Tender Notice and Invitation to Tender.
F3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The tenderer submits the documents outlined in the published Tender Notice and Invitation to Tender. b) The proposed Guarantor must complete the form of intent to provide a Guarantee to the tenderer on the format included in Part 2.1 of this procurement document. c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) The tenderer has not; <ul style="list-style-type: none"> 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; e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014 (as amended), issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. h) The tenderer must tender for all the items in the Bill of Quantities. If there are items found that has not been priced will it rendered the tender disqualified.

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Part T2.1 List of Returnable Documents

1 Documents required for tender administrative purposes

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

2 Returnable Schedules required for tender evaluation purposes

- Tax Clearance Certificate for Tenders
- Form of Intent to Provide a Form of Guarantee
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest

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

- B-BBEE Verification Certificate
- SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011

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

5 C1.2 Contract Data (C1.2.3)

6 C2.2 Bill of Quantities

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Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any: .(Not Compulsory)

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 in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name		

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Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

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Certificate of Authority

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

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature. Name Designation
		Signature..... Name..... Designation
		Signature..... Name Designation

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Schedule of Proposed Subcontractors

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

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Schedule of recently completed and current contracts

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

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

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

List all current contracts not complete at the time

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

*Date when defects liability period commenced

Signed Date

Name Position

Enterprise
name



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Schedule of Plant and Equipment

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

- (a) Details of major equipment that is owned by and immediately available for this contract. **(Attach vehicle Registration documents as proof of ownership)**

Description, size, capacity, etc.	Quantity

Attach additional pages if more space is required.

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

Description, size, capacity, etc.	Quantity

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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**Occupational Health and Safety Act:
Statement by Tendering Entity**

I, duly authorised

to represent (company name)

in my capacity as

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

.....

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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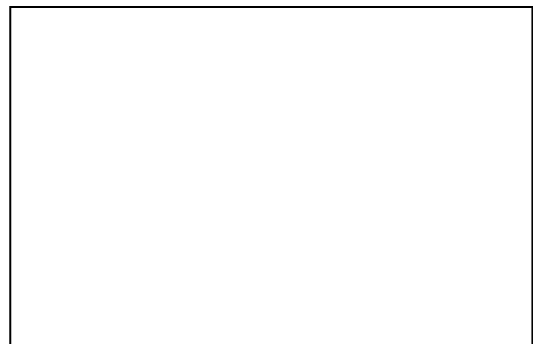
Tenderer's Bank Details

Notes to tenderer:

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

The tenderer shall provide the following:

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



Bank Stamp

SIGNED BY TENDERER:

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Schedule of Tenderer's Litigation History

Note to tenderer:

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

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:



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Certificate of Insurance Cover

Note to tenderer:

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

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

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor's Equipment

Company:

Value:

- Insurance for Contractor's Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED BY TENDERER:

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Registration with Construction Industry Development Board

The tenderer for the Supply & Delivery Contract is to affix to this page either:

- No CIDB registration is required for this contract

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Tax Clearance Certificate for Tenders

The tenderer is to affix to this page:

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

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

Note:

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



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Form of Intent to Provide a Form of Guarantee

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

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

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



GAUTENG PROVINCE

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SBD1

**PART A
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/
PUBLIC ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT
FORM (SBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

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

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO ☐ ☐

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

YES NO ☐ ☐

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ ☐

YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

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

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SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
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

.....

.....

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



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Tenderer's B-BBEE Verification Certificate

Notes to tenderer:

1. The tenderer shall attach to this form a B-BBEE verification certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
3. The attached verification certificate and the associated assessment report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of 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, 2017.

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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
b) Either the 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) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
<i>Black people</i>		
<i>Black people who are youth</i>		
<i>Black people who are women</i>		
<i>Black people with disabilities</i>		
<i>Black people living in rural or underdeveloped areas or townships</i>		
<i>Cooperative owned by black people</i>		
<i>Black people who are military veterans</i>		
OR		
<i>Any EME</i>		
<i>Any QSE</i>		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

2

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C1 Agreements and Contract Data

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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

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

Sir,

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

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

BILL A: BENONI REGION
.....(in words)
(R in figures)

BILL B: BRONKHORSTSPRUIT REGION
.....(in words)
(R in figures)

BILL C: KRUGERSDORP REGION
.....(in words)
(R in figures)

BILL D: PRETORIA REGION
.....(in words)
(R in figures)

BILL E: VEREENIGING REGION
.....(in words)
(R in figures)

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

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

Yours faithfully

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

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

Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE

To _____

(Name of successful tenderer)

Dear Sir,

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

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

BILL A: BENONI REGION
.....(in words)

(R in figures)

BILL B: BRONKHORSTSPRUIT REGION
.....(in words)

(R in figures)

BILL C: KRUGERSDORP REGION
.....(in words)

(R in figures)

BILL D: PRETORIA REGION
.....(in words)

(R in figures)

BILL E: VEREENIGING REGION
.....(in words)

(R in figures)

2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.

3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

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

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

- a) Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation state "There are no deviations, variations or changes to the documents."*) Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
- b) Within 14 calendar days of the date of this form of acceptance (including the schedule of deviations if any) you shall deliver to the Employer:
- Performance Security (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 10% calculation shall be based on the accepted contract value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.
 - Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
 - Proof that the contract has been registered by the Department of Labour in terms of Occupational Health and Safety legislation, for which purpose the relevant forms have already been partially completed by the Employer and attached hereto.
 - The completion of the attached Employer's Form of Banking Details.

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

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

Signature Date

Name

Capacity

for the Employer Department of Roads and Transport
Chief Directorate Maintenance

Name and

Signature of

Witness Date

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

1.....

2.....

3.....

4.....

- *(Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix)*

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

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

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PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

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

PART B: PARTICULAR CONDITIONS OF CONTRACT

Note to tenderer:

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

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

CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

SUBJECT INDEX

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BE Subcontractors	4.1 & 4.4	Health & Safety	6.7
Appendix to Tender	1.1.1.9	Indemnity by Contractor	6.12
Assignment	1.7		
Clearance of Site	11.11	Insurance – General requirements	18.1
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

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

Replace 1.1.1.3 with:

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

Replace 1.1.1.4 with:

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

Replace 1.1.1.5 with:

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

Replace 1.1.1.7 with:

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

Replace 1.1.1.8 with:

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

Replace 1.1.1.9 with:

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

1.1.1.10 - Add the following:

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

1.1.3 Dates, Tests, Periods and Completions

Replace 1.1.3.9 with:

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

1.1.6 Other Definitions

1.1.6.5 "Laws"

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

Add the following:

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

1.2 Interpretation

Replace the contents of (d) with:

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

1.5 Priority of Documents

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

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

1.6 Contract Agreement

Replace the 1st two sentences with the following:

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

1.7 Assignment

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

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

1.8 Care and Supply of Documents

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

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

2.3 Employer's Personnel

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

3.1 Engineer's Duties and Authority

After the 3rd paragraph insert the following:

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

4.2 Performance Security

Replace the 2nd paragraph with:

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

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

4.4 Subcontractors

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

4.7 Setting Out

Amend the second line of the second paragraph to read:

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

4.8 Safety Procedures

Add the following sub-paragraph:

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

4.10 Site Data

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

4.13 Rights of Way and Facilities

Add the following paragraph:

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

4.17 Contractor's Equipment

Add the following paragraph:

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

4.18 Protection of the Environment

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

Add the following paragraph:

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

4.19 Electricity, Water and Gas

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

4.20 Employer's Equipment and Free-Issue Material

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

4.21 Progress Reports

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

4.22 Security of the Site

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

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

Add the following sub clause:

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

4.24 Fossils

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

6.5 Working Hours

Replace the 1st sentence with the following:

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

6.7 Health and Safety

Replace the 1st paragraph with the following:

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

Add the following sub-clause:

“6.12 Indemnity by Contractor

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

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

8.1 Commencement of Work

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

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

8.4 Extension of Time for Completion

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

8.7 Delay Damages

Add the following after the first paragraph:

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

Add the following paragraph:

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

10.2 Taking Over of Parts of the Works

Delete the 2nd paragraph.

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

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

Delete the 5th paragraph.

11.9 Performance Certificate

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

Delete the last sentence of the 2nd paragraph.

11.11 Clearance of Site

Replace the 1st paragraph with the following:

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

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

12.3 Evaluation

Delete this clause.

13.3 Variation Procedure

Replace the 3rd paragraph with the following:

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

13.5 Provisional Sums

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

13.6 Day work

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

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

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

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

13.8 Adjustments for Changes in Costs

Replace this sub-clause with the following:

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

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

14.3 Application for Interim Payment Certificates

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

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

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

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

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

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

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

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

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

14.5 Plant and Materials intended for the Works

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

Delete the 2nd paragraph.

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

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

Add the following paragraph:

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

14.6 Issue of Interim Payment Certificates

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

14.7 Payment

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

Delete the 2nd paragraph.

14.8 Delayed Payment

Replace the 2nd paragraph with the following:

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

14.10 Statement at Completion

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

14.11 Application for Final Payment Certificate

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

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

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

14.15 Currencies of Payment

Delete this sub-clause.

15.2 Termination by the Employer

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

- "(f) Gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,
- or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

Add the following sub-paragraph:

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

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

"or g)"

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

"including the right to terminate any other contract between the Employer and the Contractor and to forbid the Contractor or any employee, partner, shareholder or director of the Contractor to tender on any future projects put out to tender by the Employer for a period of five years from the date of notice of termination, which period may be reduced by application to and at the sole discretion of the Employer."

17.3 Employer's Risks

Add the following to sub-paragraph (c):

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

18.1 General Requirements for Insurances

Replace this sub-clause with the following:

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

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

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

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

18.2 Insurance for Works and Contractor's Equipment

Delete this sub-clause.

18.3 Insurance against Injury to Persons and Damage to Property

Delete this sub-clause.

18.4 Insurance for Contractor's Personnel

Delete this sub-clause.

19.1 Definition of Force Majeure

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

19.5 Force Majeure Affecting Subcontractor

Amend the title to read "Force Majeure Affecting Subcontractor and Supplier".

In the first line insert "or supplier" after the word "Subcontractor"

20.1 Contractor's Claims

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

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

Replace the 6th paragraph with the following:

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

Delete the 8th paragraph.

20.2 to 20.8

Replace these sub-clauses with the following:

20.2 Settlement of Disputes

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-clause 20.3(f).
- (c) The Engineer shall
 - i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
 - ii) deliver his decision in writing to the Employer and to the Contractor, and
 - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph (c)(ii) or after the decision is deemed to have been given in terms of sub-paragraph (c)(iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
 - i) within 28 days of receipt of notice of the Engineer's decision, or
 - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.

If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.
- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

20.3 Mediation

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

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

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

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

20.4 Reference to Court

If a dispute is still unresolved as provided for in sub-paragraph (g) of sub-clause 20.3 or the dispute is one described in sub-clause 20.5, the dispute shall be determined by court proceedings, provided that:

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

20.5 Special Disputes

Notwithstanding anything elsewhere provided in sub-clauses 20.2, 20.3 and 20.4, any dispute between the Contractor and the Employer,

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

shall be determined, without the application of the provisions of sub-clauses 20.2 and 20.3 by court proceedings which may be initiated by either Party, in which event the provisions of sub-clause 20.4 shall apply.

20.6 Continuing Validity of sub-clauses 20.2 to 20.6

Sub-clauses 20.2 to 20.6 inclusive constitute a separate, divisible agreement from the rest of the Contract and shall remain valid and applicable, notwithstanding that the Works may have been completed or that the rest of the Contract may be void or voidable or may have been cancelled for any reason."

APPENDIX: General Conditions of Dispute Adjudication Agreement

Delete this appendix

ANNEX: Procedural Rules

Delete this annexure

APPENDIX TO THE PARTICULAR CONDITIONS:

CONTRACT PRICE ADJUSTMENT SCHEDULE

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

$$(1 - x) \left[\frac{aL_t}{L_o} + \frac{bE_t}{E_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

in which the symbols have the following meanings:

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

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

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

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

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

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

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

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

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

2. **Assessment of amount subject to adjustment** For the purpose of calculating the adjustment to the value of the certificates, the amount "Ac" shall be determined by the formula:
- $$Ac = T - S - D - W - G - Ap$$

In which formula the symbols have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

4. **Special materials**

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

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

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

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

APPENDIX TO TENDER

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

Item	Clause No	Data
Employer	1.1.2.2	means The Department of Roads and Transport The Employer's address is: Department of Roads and Transport Private Bag X83 Marshalltown 2107
Engineer	1.1.2.4	The Deputy Director, Directorate Maintenance Technical Auxiliary Services, Office Support and Co-ordination at Koedoespoort will act as the Project Manager.
Communications	1.3	The addresses for communication between the parties shall be: KOEDOESPOORT Project Manager 1215 Nico Smith Street PRETORIA TEL : (012) 310 2200
Period of validity of tender		120 days after the closing date for tenders
Time for completion of works	1.1.3.3.	36 months maximum including the contractor's holidays in December and January
Defects for notification period	1.1.3.7	12 calendar months
Laws	1.1.6.5	The law governing this contract is South African law
Time for access to the site	2.1	Nil (access on Commencement Date)
Amount of performance security	4.2	1 % of the accepted contract amount (Cl no. 4.11)
Base date	13.8	Base date for this contract is the month prior to the date of tender closure

Item	CI No	Data
Delay damages for the works	A8.7	(a) Delay Damages (i) Later delivery / completion R 5000/day for any specific works order (ii) Non-Compliance R1000 per day
Evaluation	A12.3	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule. (Including agreed items of work listed in variation orders)
Price Variations	A 13.8	CPA Applicable
Retention money: - Percentage	14.3 (c)	Not Applicable
- Limit	14.3 (c)	Not Applicable
Minimum amount of interim payment certificate	14.6	Not Applicable
Contractor to insure with SASRIA	A17.3 (c)	Applicable / Required
Appointment of DAB	A 20.2	Not Applicable
BEE Target values (CPG)	E3.2	Not Applicable
Labour Content		Not Applicable
SMME/BE utilization		Not Applicable
Termination by Employer	15	Applicable
Suspension and Termination by Contractor	16	Applicable
Risk and Responsibility	17	Applicable
Insurance	18.1	Applicable / Required
Insurance for contractors works and equipment	18.2	Applicable / Required

General Public Liability cover for claims against the contractor	18.3	Applicable / Required
Insurance for contractor's personnel	18.4	Applicable / Required

SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is

Physical Address:

Telephone:

Facsimile:

Email.....

The authorised and designated representative of the Contractor is:

Name:

The postal address for receipt of communications is:

Physical Address:

Telephone:

Facsimile:

Email.

C1.3 OTHER STANDARD FORMS

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the FIDIC Conditions of Contract for Construction for building and engineering works designed by the Employer (1999) (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

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

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF GUARANTEE

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

Note to tenderer:

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

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

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

Employer shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

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

THUS DONE AND SIGNED AT

ON THIS DAY OF 20.....

GUARANTOR:

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

ADDRESSES 1 2

PRO-FORMA

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

Annexure A

Occupational Health and Safety Act, 1993

Construction Regulations, 2014 (as amended)

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

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

.....
.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

The Department of Roads and Transport, (insert Regional office postal address)

- (b) Name and telephone number of client's contact person or agent:

Client: *(enter Project Manager Name and telephone number)*

.....

Agent: *(enter Engineer name and telephone number)*

.....

4. (a) Name and postal address of designer(s) of the Project:

.....

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

.....

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

.....

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

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

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

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

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....

.....

.....

.....

.....
PRINCIPAL CONTRACTOR

.....
DATE

.....
CLIENT

.....
DATE

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

C1.3.4 FORM OF BANKING DETAILS

Notes to Contractor:

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

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

Dear Sir

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

BANKING DETAILS

By signing this document, we accept the following:

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

Account Name:

Bank:

Branch Name:

Branch Code:

Account Number:

Bank Rating:

Yours sincerely

.....
Authorised Signatory for

DATE: '

TENDER NUMBER: DRT 03/06/2022 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.

2. The units of measurement described in these Bill of Quantities are metric units. Abbreviations used in these Bill of Quantities are as follows:

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

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

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

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

Rate: The agreed payment per unit of measurement.

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

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

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. **All items in the Bill of Quantities must be completed separately. No grouping of items with a single lump sum will be allowed.**
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
14. The Bill of Quantities in the Tender Document must be completed in Black Ink and signed.
15. The Bill of Quantities in the Tender Document must be fully completed – every item must be priced.
16. The contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Department to increase the quantities nor not.

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities

BILL A: BENONI REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A LUMP SUM ARE ALLOWED.

BILL A: BENONI REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2200: PREFABRICATE CULVERTS</u>				
B22.29		Supply and delivery of:				
	(a)	Pre-fabricated concrete pipes				
	i	150 mm dia. Class 50 D	m	220		
	ii	450 mm dia. Class 50 D	m	346		
	iii	600 mm dia. Class 100 D	m	1 000		
	iv	750 mm dia. Class 100 D	m	150		
	v	900 mm dia. Class 100 D	m	1 000		
	vi	1200 mm dia. Class 100 D	m	112		
	(b)	Portal and rectangular culverts, complete with pre-fabricated floor slabs (SABS 986/2006)				
	i	600 mm x 600 mm Class 175 S	m	1 115		
	ii	900 mm x 900 mm Class 175 S	m	150		
	iii	1200 mm x 1200 mm Class 150 S	m	100		
	iv	1800 mm x 1800 mm Class 75 S	m	100		
	v	2100 mm x 2100 mm Class 75 S	m	50		
	vi	2400 mm x 2400 mm Class 75 S	m	35		
B22.30	(a)	Supply and delivery of prefabricated wingwalls (90°) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 200		
	2	600 mm dia.	no	130		
	3	900 mm dia.	no	1 000		
	4	1200 mm dia.	no	120		
	(b)	Supply and delivery of prefabricated wingwalls (45° Left or Right)) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 200		
	2	600 mm dia.	no	130		
	3	900 mm dia.	no	1 000		
	4	1200 mm dia.	no	120		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:						

BILL A: BENONI REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS</u>				
B22.31		Supply and delivery of prefabricated bus shelters				
	a	Prefabricated concrete bus shelter as per drawing attached is annexures	no	50		
B23.16		Supply and delivery of concrete kerbs				
	a	Precast kerb to SABS 927				
	i	Semi mountable Figure 7 kerb	m	480		
	ii	Mountable kerb type SABS Figure 8 C	m	480		
B23.17		Supply and delivery of movable New Jersey type prefabricated concrete barriers				
	a	As specified in section A: Annexures	no	48		
B23.18		Supply and delivery of prefabricated concrete drainage sections				
	a	Type A as specified on drawing GTD 12/7	no	100		
	b	Type B as specified on drawing GTD 12/7	no	100		
TOTAL CARRIED TO SUMMARY OF BILL A:						

BILL A: BENONI REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</u>				
B73.04		Supply and delivery of prefabricated block paving				
	a	60 mm interlocking	m ²	500		
	b	80 mm interlocking	m ²	500		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:						

BILL A: BENONI REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</u>				
B74.04		Supply and delivery of prefabricated Patented Earth Retaining Systems				
	a	Loffelstein L300	no	50		
	b	Loffelstein L500	no	50		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:						

BILL A: BENONI REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B74.05	a	Additional concrete related products	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
B74.05	b	Additional transport cost to sites	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:						1 100 000.00

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL A: BENONI REGION

2200:	PRE-FABRICATED CULVERTS	
2300:	CONCRETE KERBING	
7300:	CONCRETE BLOCK PAVING FOR ROADS	
7400:	PATENTED EARTH RETAINING SYSTEMS	
7400:	ADDITIONAL PC SUMS	1 100 000.00
SUBTOTAL		
ADD 15 % CONTINGENCIES		
VALUE-ADDED TAX (VAT)(15 %)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities

BILL B: BRONKHORSTSPRUIT REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A LUMP SUM ARE ALLOWED.

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2200: PREFABRICATE CULVERTS</u>				
B22.29		Supply and delivery of:				
	(a)	Pre-fabricated concrete pipes				
	i	150 mm dia. Class 50 D	m	200		
	ii	450 mm dia. Class 50 D	m	330		
	iii	600 mm dia. Class 100 D	m	900		
	iv	750 mm dia. Class 100 D	m	130		
	v	900 mm dia. Class 100D	m	900		
	vi	1200 mm dia. Class 100 D	m	100		
	(b)	Portal and rectangular culverts, complete with pre-fabricated floor slabs (SABS 986/2006)				
	i	600 mm x 600 mm Class 175 S	m	1 000		
	ii	900 mm x 900 mm Class 175 S	m	140		
	iii	1200 mm x 1200 mm Class 150 S	m	100		
	iv	1800 mm x 1800 mm Class 75 S	m	80		
	v	2100 mm x 2100 mm Class 75 S	m	50		
	vi	2400 mm x 2400 mm Class 75 S	m	50		
B22.30	(a)	Supply and delivery of prefabricated wingwalls (90°) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 000		
	2	600 mm dia.	no	2 000		
	3	900 mm dia.	no	120		
	4	1200 mm dia.	no	80		
	(b)	Supply and deliver of prefabricated wingwalls (45° Left or Right) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 000		
	2	600 mm dia.	no	2 000		
	3	900 mm dia.	no	120		
	4	1200 mm dia.	no	80		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:						

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS</u>				
B22.31		Supply and delivery of prefabricated bus shelters				
	a	Prefabricated concrete bus shelter as per drawing attached is annexures	no	45		
B23.16		Supply and delivery of concrete kerbs				
	a	Precast kerb to SABS 927				
	i	Semi mountable Figure 7 kerb	m	475		
	ii	Mountable kerb type SABS Figure 8 C	m	475		
B23.17		Supply and delivery of movable New Jersey type prefabricated concrete barriers				
	a	As specified in section A: Annexures	no	46		
B23.18		Supply and delivery of prefabricated concrete drainage sections				
	a	Type A as specified on drawing GTD 12/7	no	80		
	b	Type B as specified on drawing GTD 12/7	no	80		
TOTAL CARRIED TO SUMMARY OF BILL B:						

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</u>				
B73.04		Supply and delivery of prefabricated block paving				
	a	60 mm interlocking	m ²	500		
	b	80 mm interlocking	m ²	500		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:						

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</u>				
B74.04		Supply and delivery of prefabricated Patented Earth Retaining Systems				
	a	Loffelstein L300	no	40		
	b	Loffelstein L500	no	40		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:						

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B74.05	a	Additional concrete related products	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
B74.05	b	Additional transport cost to sites	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:						1 100 000.00

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL B:
BRONKHORSTSPRUIT REGION

2200:	PRE-FABRICATED CULVERTS	
2300:	CONCRETE KERBING	
7300:	CONCRETE BLOCK PAVING FOR ROADS	
7400:	PATENTED EARTH RETAINING SYSTEMS	
7400:	ADDITIONAL PC SUMS	1 100 000.00
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15 %)		
VALUE-ADDED TAX (VAT)(15 %)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities

BILL C: KRUGERSDORP REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A LUMP SUM ARE ALLOWED.

BILL C: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2200: PREFABRICATE CULVERTS</u>				
B22.29		Supply and delivery of:				
	(a)	Pre-fabricated concrete pipes				
	i	150 mm dia. Class 50 D	m	270		
	ii	450 mm dia. Class 50 D	m	430		
	iii	600 mm dia. Class 100 D	m	1 540		
	iv	750 mm dia. Class 100 D	m	210		
	v	900 mm dia. Class 100 D	m	1 540		
	vi	1200 mm dia. Class 100 D	m	144		
	(b)	Portal and rectangular culverts, complete with pre-fabricated floor slabs (SABS 986/2006)				
	i	600 mm x 600 mm Class 175 S	m	1 440		
	ii	900 mm x 900 mm Class 175 S	m	200		
	iii	1200 mm x 1200 mm Class 150 S	m	150		
	iv	1800 mm x 1800 mm Class 75 S	m	120		
	v	2100 mm x 2100 mm Class 75 S	m	75		
	vi	2400 mm x 2400 mm Class 75 S	m	44		
B22.30	(a)	Supply and delivery of prefabricated wingwalls (90°) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 000		
	2	600 mm dia.	no	2 640		
	3	900 mm dia.	no	160		
	4	1200 mm dia.	no	120		
	(b)	Supply and delivery of prefabricated wingwalls (45° Left or Right) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 000		
	2	600 mm dia.	no	2 640		
	3	900 mm dia.	no	160		
	4	1200 mm dia.	no	120		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:						

BILL C: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS</u>				
B22.31		Supply and delivery of prefabricated bus shelters				
	a	Prefabricated concrete bus shelter as per drawing attached is annexures	no	75		
B23.16		Supply and delivery of concrete kerbs				
	a	Precast kerb to SABS 927				
	i	Semi mountable Figure 7 kerb	m	525		
	ii	Mountable kerb type SABS Figure 8 C	m	525		
B23.17		Supply and delivery of movable New Jersey type prefabricated concrete barriers				
	a	As specified in section A: Annexures	no	53		
B23.18		Supply and delivery of prefabricated concrete drainage sections				
	a	Type A as specified on drawing GTD 12/7	no	120		
	b	Type B as specified on drawing GTD 12/7	no	120		
TOTAL CARRIED TO SUMMARY OF BILL C:						

BILL C: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</u>				
B73.04		Supply and delivery of prefabricated block paving				
	a	60 mm interlocking	m ²	700		
	b	80 mm interlocking	m ²	700		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:						

BILL C: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</u>				
B74.04		Supply and delivery of prefabricated Patented Earth Retaining Systems				
	a	Loffelstein L300	no	80		
	b	Loffelstein L500	no	80		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:						

BILL C: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B74.05	a	Additional concrete related products	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
B74.05	b	Additional transport cost to sites	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:						1 100 000.00

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL C: KRUGERSDORP REGION

2200:	PRE-FABRICATED CULVERTS	
2300:	CONCRETE KERBING	
7300:	CONCRETE BLOCK PAVING FOR ROADS	
7400:	PATENTED EARTH RETAINING SYSTEMS	
7400:	ADDITIONAL PC SUMS	1 100 000.00
SUBTOTAL		
ADD 15 % CONTINGENCIES		
VALUE-ADDED TAX (VAT)(15 %)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities

BILL D: PRETORIA REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A LUMP SUM ARE ALLOWED.

BILL D: PRETORIA REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2200: PREFABRICATE CULVERTS</u>				
B22.29		Supply and delivery of:				
	(a)	Pre-fabricated concrete pipes				
	i	150 mm dia. Class 50 D	m	264		
	ii	450 mm dia. Class 50 D	m	386		
	iii	600 mm dia. Class 100 D	m	1 440		
	iv	750 mm dia. Class 100 D	m	190		
	v	900 mm dia. Class 100 D	m	1 440		
	vi	1200 mm dia. Class 100 D	m	132		
	(b)	Portal and rectangular culverts, complete with pre-fabricated floor slabs (SABS 986/2006)				
	i	600 mm x 600 mm Class 175 S	m	1 325		
	ii	900 mm x 900 mm Class 175 S	m	190		
	iii	1200 mm x 1200 mm Class 150 S	m	142		
	iv	1800 mm x 1800 mm Class 75 S	m	110		
	v	2100 mm x 2100 mm Class 75 S	m	70		
	vi	2400 mm x 2400 mm Class 75 S	m	37		
B22.30	(a)	Supply and delivery of prefabricated wingwalls (90°) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 500		
	2	600 mm dia.	no	2 500		
	3	900 mm dia.	no	150		
	4	1200 mm dia.	no	110		
	(b)	Supply and delivery of prefabricated wingwalls (45°Left or right) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 500		
	2	600 mm dia.	no	2 500		
	3	900 mm dia.	no	150		
	4	1200 mm dia	no	110		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:						

BILL D: PRETORIA REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS</u>				
B22.31		Supply and delivery of prefabricated bus shelters				
	a	Prefabricated concrete bus shelter as per drawing attached is annexures	no	70		
B23.16		Supply and delivery of concrete kerbs				
	a	Precast kerb to SABS 927				
	i	Semi mountable Figure 7 kerb	m	510		
	ii	Mountable kerb type SABS Figure 8 C	m	510		
B23.17		Supply and delivery of movable New Jersey type prefabricated concrete barriers				
	a	As specified in section A: Annexures	no	52		
B23.18		Supply and delivery of prefabricated concrete drainage sections				
	a	Type A as specified on drawing GTD 12/7	no	110		
	b	Type B as specified on drawing GTD 12/7	no	110		
TOTAL CARRIED TO SUMMARY OF BILL D:						

BILL D: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</u>				
B73.04		Supply and delivery of prefabricated block paving				
	a	60 mm interlocking	m ²	700		
	b	80 mm interlocking	m ²	700		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:						

BILL D: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</u>				
B74.04		Supply and delivery of prefabricated Patented Earth Retaining Systems				
	a	Loffelstein L300	no	70		
	b	Loffelstein L500	no	70		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:						

BILL D: KRUGERSDORP REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B74.05	a	Additional concrete related products	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
B74.05	b	Additional transport cost to sites	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:						1 100 000.00

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL D: PRETORIA REGION

2200:	PRE-FABRICATED CULVERTS	
2300:	CONCRETE KERBING	
7300:	CONCRETE BLOCK PAVING FOR ROADS	
7400:	PATENTED EARTH RETAINING SYSTEMS	
7400:	ADDITIONAL PC SUMS	1 100 000.00
SUBTOTAL		
ADD 15 % CONTINGENCIES		
VALUE-ADDED TAX (VAT)(15 %)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities

BILL E: VEREENIGING REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A LUMP SUM ARE ALLOWED.

BILL E: VEREENIGING REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2200: PREFABRICATE CULVERTS</u>				
B22.29		Supply and delivery of:				
	(a)	Pre-fabricated concrete pipes				
	i	150 mm dia. Class 50 D	m	244		
	ii	450 mm dia. Class 50 D	m	366		
	iii	600 mm dia. Class 100 D	m	1 220		
	iv	750 mm dia. Class 100 D	m	171		
	v	900 mm dia. Class 100 D	m	1 220		
	vi	1200 mm dia. Class 100 D	m	122		
	(b)	Portal and rectangular culverts, complete with pre-fabricated floor slabs (SABS 986/2006)				
	i	600 mm x 600 mm Class 175 S	m	1 220		
	ii	900 mm x 900 mm Class 175 S	m	171		
	iii	1200 mm x 1200 mm Class 150 S	m	122		
	iv	1800 mm x 1800 mm Class 75 S	m	100		
	v	2100 mm x 2100 mm Class 75 S	m	61		
	vi	2400 mm x 2400 mm Class 75 S	m	37		
B22.30	(a)	Supply and delivery of prefabricated wingwalls (90°) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 440		
	2	600 mm dia.	no	2 440		
	3	900 mm dia.	no	140		
	4	1200 mm dia.	no	100		
	(b)	Supply and delivery of prefabricated wingwalls (45° Left or Right) (As instructed by the Project Manager)				
	1	450 mm dia.	no	2 440		
	2	600 mm dia.	no	2 440		
	3	900 mm dia.	no	140		
	4	1200 mm dia.	no	100		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:						

BILL E: VEREENIGING REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS</u>				
B22.31		Supply and delivery of prefabricated bus shelters				
	a	Prefabricated concrete bus shelter as per drawing attached is annexures	no	60		
B23.16		Supply and delivery of concrete kerbs				
	a	Precast kerb to SABS 927				
	i	Semi mountable Figure 7 kerb	m	500		
	ii	Mountable kerb type SABS Figure 8 C	m	500		
B23.17		Supply and delivery of movable New Jersey type prefabricated concrete barriers				
	a	As specified in section A: Annexures	no	50		
B23.18		Supply and delivery of prefabricated concrete drainage sections				
	a	Type A as specified on drawing GTD 12/7	no	100		
	b	Type B as specified on drawing GTD 12/7	no	100		
TOTAL CARRIED TO SUMMARY OF BILL E:						

BILL E: VEREENIGING REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</u>				
B73.04		Supply and delivery of prefabricated block paving				
	a	60 mm interlocking	m ²	600		
	b	80 mm interlocking	m ²	600		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:						

BILL E: VEREENIGING REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</u>				
B74.04		Supply and delivery of prefabricated Patented Earth Retaining Systems				
	a	Loffelstein L300	no	60		
	b	Loffelstein L500	no	60		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:						

BILL E: VEREENIGING REGION

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B74.05	a	Additional concrete related products	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
B74.05	b	Additional transport cost to sites	PC Sum	1		500 000.00
		Handling Cost on Item No. B74.05	%	10%	500 000.00	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:						1 100 000.00

TENDER NUMBER: DRT 03/06/2022

SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL E: VEREENIGING REGION

2200:	PRE-FABRICATED CULVERTS	
2300:	CONCRETE KERBING	
7300:	CONCRETE BLOCK PAVING FOR ROADS	
7400:	PATENTED EARTH RETAINING SYSTEMS	
7400:	ADDITIONAL PC SUMS	1 100 000.00
SUBTOTAL		
ADD 15 % CONTINGENCIES		
VALUE-ADDED TAX (VAT)(15 %)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

**TENDER NUMBER: 00/00/2022 - SUPPLY AND DELIVERY OF
CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS:
ALL 5 REGIONS IN THE GAUTENG PROVINCE**

PART C3: SCOPE OF WORK

C3.1 SCOPE OF WORK

PROJECT SPECIFICATIONS

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TENDER NUMBER: DRT 00/00/2020 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

COLTO SERIES 1000: GENERAL

SECTION B1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

The General Conditions applicable to this Contract are the FIDIC Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, 1st Edition 1999.

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the FIDIC Conditions of Contract. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the FIDIC Conditions of Contract for Construction, as amended by the Particular Conditions of Contract in Part C1.2 of this Volume, shall apply and the contractor shall be responsible for interpretation of the equivalent clause

CHANGES TO REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND FIDIC GENERAL CONDITIONS

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		Definition of FIDIC
1204	1200-2	15	Construction programme	8.3	Construction programme
1204	1200-2		General reference to GCC		Applicable to FIDIC
1206	1200-3	14	Setting out of works	4.7	Setting out of works
1209(a)	1200-4		General references to GCC		Applicable to FIDIC
1209(e)	1200-5	52(2)	Valuation of material brought onto	14.5	Plant and material intended for

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
			site		use in the works.
1210	1200-5	54(1)	Certificate of practical completion	10.1	Taking-over certificate
1212(1)	1200-7	49(2)	CPA on alternative designs	13.8	CPA on alternative designs
1215	1200-9	45(2)	Extension of time for completion due to abnormal rainfall.	8.4	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	17.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to FIDIC
1303(iii)	1300-1	49	Price adjustment Item 13.01(a)	13.7&13.8	Price adjustment Item 13.01(a)
1303(iii)	1300-2	49	Price adjustment Item 13.01(b)	13.7&13.8	Price adjustment Item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 20%		Not applicable to this contract
1303(iii)	1300-2	53	Variations exceeding 20%		Not applicable to this contract
1303	1300-2	12	Payment Item 13.01(c)	8.1	Payment Item 13.01(c)
1303	1300-2	45	Payment Item 13.01(c)	8.4	Payment Item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	13.3	Variation for rented accommodation
1505	1500-3	40(1)	Variation for temporary drainage	13.3	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	13.5	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	13.3	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
Item 45.06	4500-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
5803(c)	5800-3	40	Variation, for landscaping	13.3	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	13.3	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	13.5	Payment for Extra Work
8103(c)	8100-1	40	Variation, for testing material	13.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums		Applicable to FIDIC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	11.11	Clearance of site on completion, with reference to core drilling

Add the following clause:

"B1156 OTHER DEFINITIONS

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

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same

elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Contractor

The Contractor and the contractor is the same persona defined under clause 1.1.2.3 of the FIDIC Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

Employer

The Employer and employer is the same persona and are defined in C1.2.2 Contract Data, and clause 1.1.2.2 of the FIDIC Conditions of Contract.

Project Manager

The Engineer and project manager is the same persona and are defined in the C1.2.2 Contract Data, and clause 1.1.2.4 of the FIDIC Conditions of Contract.

Site

The site is defined in clause 1.1.6.7 of the FIDIC Conditions of Contract. It is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

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

Works

The works is described in Part C4 of this document and is as defined in clause 1.1.5.8 of the FIDIC Conditions of Contract and prescribed in Sections B, C & D of this Volume.

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Replace the first paragraph with the following:

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

Add the following subclause:

(c) Execution

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

- (i) **The project manager or project manager's representative shall inform the contractor of the scope of works pertaining to a particular section of a road or different road sections within the same administrative region.**
- (ii) **The contractor shall inspect the identified site or sites and agree the classification of the different sites with the project manager and prepare an estimate of quantities, monetary value and contract period for executing the work on this site/sites. A cost estimate shall be prepared and submitted in a form acceptable to the project manager and priced in terms of the relevant contract rates and prices.**
- (iii) **The project manager or project manager's representative shall receive this estimate priced Bill of Quantities, consider the availability of funds and the proposed construction period. No work shall be done unless an approved estimate Bill of Quantities has been issued by the employer. The contractor shall also not be allowed to commence with any work until such time as he has entered into agreement with the employer.**
- (iv) **The contractor shall then programme the work pertaining to a particular order to start within the required response time and to be completed by the due completion date. The programme shall be prepared in terms of working days and be approved by the Employer before work commence.**
- (v) **The contractor shall execute the works in compliance with the specifications and with due regard of the total amount of the approved Bill of Quantities. Should the contractor find that the scope of work or the quantities required to effect the necessary work included in the specific order would result in an over expenditure on that Bill of Quantities, he shall inform the project manager or project manager's representative timeously. No over expenditure on a particular Bill of Quantities shall be accommodated unless the project manager or project manager's representative had been informed timeously of the**

possible over-expenditure and had been given the opportunity to review the scope of works for that particular Bill of Quantities with the view of adjusting it to remain within the Bill of Quantities amount or to initiate alternative measures available within the Provincial Financial System. Such alternative measures may include the issue of a supplementary Bill of Quantities to conclude the work included in the original scope of works, if approved by the project manager.

- (vi) Should conditions outside of the control of the contractor be encountered on site which would materially influence the production by the contractor, the contractor may claim for an extension of time. Such a claim shall in all respects comply with the requirements in the Conditions of Contract.

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

B1209 PAYMENT

- (b) **Rates to be inclusive**

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete clause 1215 and replace it with the following.

B 1215 EXTENSION OF TIME

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

B 1227 MONTHLY SITE MEETINGS

Add the following:

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

Add the following clauses:

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

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

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

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

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

SECTION B2200: PREFABRICATED CULVERTS

B22.29 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated concrete pipes”

B22.29: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
B22.29 Supply and delivery of prefabricated concrete pipes	

(a) (Size and type indicated) metre (m)

The unit of measurement for prefabricated concrete pipes shall be the metre of prefabricated concrete pipes delivered that have been ordered by the project manager.

The type of pipes that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the pipes to any site within the specific region as indicated by the project manager.

<u>Item</u>	<u>Unit</u>
B22.29 Portal and rectangular culverts, complete with pre-fabricated floor slabs	

(b) (Size and type indicated) metre (m)

The unit of measurement for prefabricated portal and rectangular culverts, complete with pre-fabricated floor slabs, (SABS 986/2006), shall be the metre of prefabricated portal and rectangular culverts, complete with pre-fabricated floor slabs delivered that have been ordered by the project manager.

The type of culverts that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the culverts to any site within the specific region as indicated by the project manager.

B22.30 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated wingwalls”

B22.30: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
-------------	-------------

B22.30 Supply and delivery of prefabricated wingwalls

(Size and type indicated) Number (no)

The unit of measurement for prefabricated wingwalls shall be the number of prefabricated wingwalls delivered that have been ordered by the project manager.

The type of wingwalls that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the wingwalls to any site within the specific region as indicated by the project manager.

B22.31 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated bus shelters”

B22.31: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
-------------	-------------

B22.31 Supply and delivery of prefabricated bus shelters

(Size and type indicated) Number (no)

The unit of measurement for prefabricated bus shelters shall be the number of prefabricated bus shelters delivered that have been ordered by the project manager.

The type of bus shelter that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the bus shelters to any site within the specific region as indicated by the project manager.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, SHUTES AND DOWN PIPES, CONCRETE LININGS FOR OPEN DRAINS

B2316 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated concrete kerbs”

B2316: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
-------------	-------------

B23.16 Supply and delivery of prefabricated concrete kerbs

(a) (Size and type indicated) metre (m)

The unit of measurement for prefabricated concrete kerbs shall be the metre of prefabricated concrete kerbs delivered that have been ordered by the project manager.

The type of kerbs that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the kerbs to any site within the specific region as indicated by the project manager.

B23.17 Supply and delivery of moveable New Jersey type prefabricated concrete barriers

(a) (Size and type indicated) number (No)

The unit of measurement for moveable New Jersey type prefabricated concrete barriers shall be the number of units that have been delivered to the regional depot as ordered by the project manager.

The letters “DRT” should be cast in 100 mm high text on both sides of the units ordered by the project engineer.

The tendered rates shall include full compensation for design of, provision, testing, loading, transporting and unloading of the units to the depot within the specific region as indicated by the project manager. The required dimensions are detailed on the drawings. The design will be subject to the project manager’s approval.

B23.18 Supply and delivery of prefabricated concrete drainage sections

- (a) Type A as specified on drawing number GTD 12/7 number (No)
- (b) Type B as specified on drawing number GTD 12/7number (No)

The unit of measurement for prefabricated concrete drainage sections shall be the number of units that have been delivered to the regional depot as ordered by the project manager.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of the units to the depot within the specific region as indicated by the project engineer.

SERIES 7000: SUNDRY STRUCTURES

SECTION B7300: CONCRETE BLOCK PAVING FOR ROADS

B7304 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated concrete block paving.”

B7304: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
B73.04 Concrete block paving	
(a) (Size and type indicated)	square metre (m ²)
(b) (Size and type indicated)	square metre (m ²)

The unit of measurement for prefabricated concrete paving blocks will be the square metre of prefabricated concrete paving blocks that have been delivered as ordered by the project manager.

The size and class of the prefabricated paving blocks that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of all the ordered items to any site within the specific region as indicated by the project manager.

SECTION B7400: PATENTED EARTH RETAINING SYSTEMS

B7404 SCOPE

Replace this clause with the following:

“The supply and delivery of prefabricated patented earth retaining systems.”

B7404: MEASUREMENT AND PAYMENT

Add the following payment items:

<u>Item</u>	<u>Unit</u>
B74.04 Patented earth retaining systems	
(a) (Size and type indicated)	number (No)
(b) (Size and type indicated)	number (No)

The unit of measurement for earth retaining structures will be the number of units that have been delivered as ordered by the project manager.

The size and type of the earth retaining system that will be ordered by the project manager have been indicated in the bill of quantities.

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading of all the ordered items to any site within the specific region as indicated by the project manager.”

<u>Item</u>	<u>Unit</u>
B74.05 Additional concrete related products	
(a) Cost of delivery to Koedoespoort Stores	PC Sum
Charge on Prime Cost Sum.....	Percentage (%)

Payment shall be done as instructed by the project manager

<u>Item</u>	<u>Unit</u>
B74.05 Additional transport cost to site	
(b) Cost of delivery to Koedoespoort Stores	PC Sum
Charge on Prime Cost Sum.....	Percentage (%)

Payment shall be done as instructed by the project manager

TENDER NUMBER: DRT 00/00/2020 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C4: Site Information

PART C4: SITE INFORMATION

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Information Only

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

MISCELLANEOUS

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

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

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

C4.1 THE WORKS: DESCRIPTION AND EXECUTION

(a) General

This Contract is a period contract for the supply and delivery of concrete related products for all five regions of Gauteng Province for a period of THREE YEARS.

- The Contract is let on an as-and-when-required basis and will always be subject to the availability of sufficient funds by the Employer.
- The Contract is not based on estimated quantities as it is a period contract for work as- and-when required. The Contract requires Tenders to be submitted on the basis of different Schedules of Prices and Rates. These rates and prices shall be applicable irrespective of the actual quantities ordered.
- “As and when required” contracts will cease to exist after the contract period lapsed or if the contract value has been depleted. The Employer has the right to determine the method in which the contract will cease to exist.
- The Bill of Quantities is divided in 5 bills. The tenderer is welcome to tender for all or anyone of these 5 regions.
- The Employer reserves the right to award anyone or more of these 5 bills to a specific contractor. The contractor will not be entitled to any additional remuneration other than the specific rates should any of the bills not be awarded to him.
- The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. (See clause 15 of the General Conditions of Contract – 2010 and clause 16 for the Suspension and Termination by the Contractor).
- The contractor shall be liable for all claims that result during the execution of his work on site. (see clause 17.1 of the General Conditions of Contract – 2010)

(b) Site location

The Contract has been subdivided into different bills – based on the following five administrative regions of the Department of Roads and Transport namely the Benoni, Bronkhorstspuit, Krugersdorp, Pretoria and Vereeniging Regions.

C4.2 DRAWINGS

The only drawings issued as part of the tender documents are those included in the project document. Where it is deemed necessary for specific works, relevant drawings will be issued with the official order.

C4.8 RESPONSIBILITIES OF THE PROJECT MANAGER AND PROJECT MANAGER'S REPRESENTATIVE

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

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

C4.9 QUALITY CONTROL

The Contractor shall be responsible for all routine tests to monitor the quality of his work and the materials used.

C4.10 DISPUTE RESOLUTION

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

C4.11 CLAIMS PROCEDURE

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

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

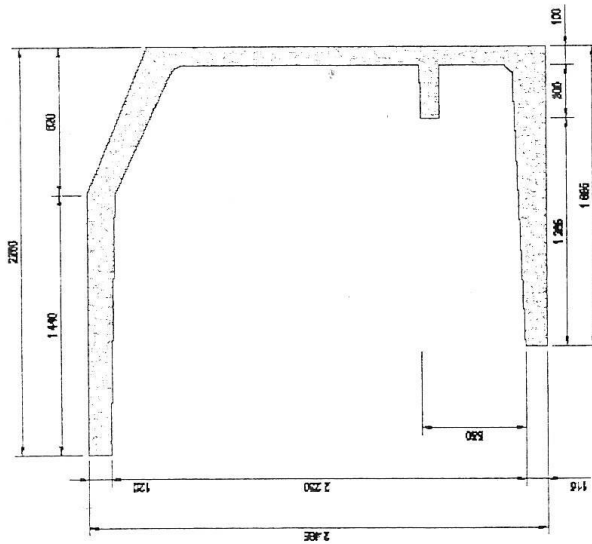
TENDER NUMBER: DRT 00/00/2020 SUPPLY AND DELIVERY OF CONCRETE RELATED PRODUCTS FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C5: Annexure's

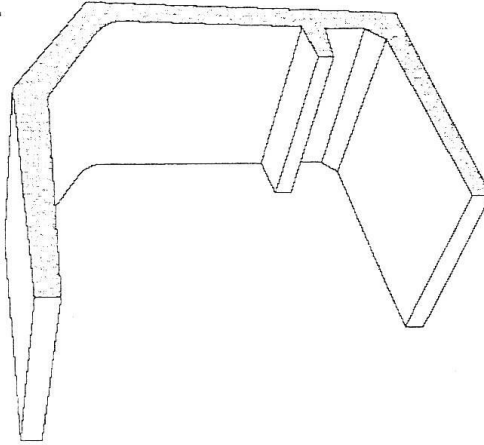
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NOTES:

- DIMENSIONS PROVIDED ARE INDICATIVE AND CAN VARY SLIGHTLY
- FINAL DESIGN MUST BE APPROVED BY THE ENGINEER
- SECTIONS ARE APPROXIMATELY 1.2M LONG.



TYPICAL PRECAST BUS SHELTER
SCALE: 1:20

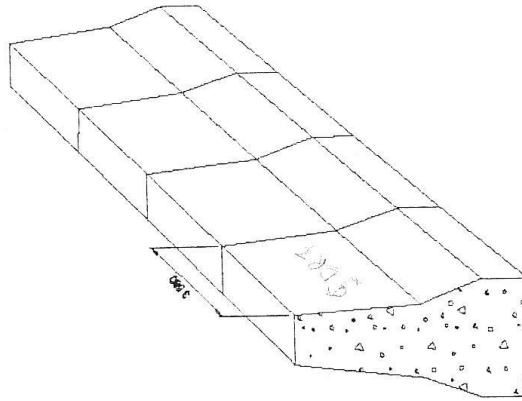


ISOMETRIC VIEW
SCALE: N.T.S

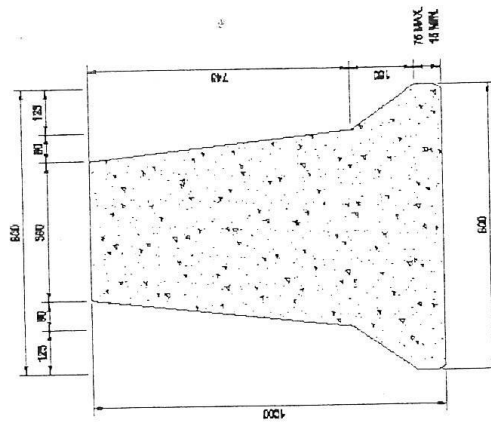


NOTES:

- DIMENSIONS PROVIDED ARE INDICATIVE AND CAN VARY SLIGHTLY
- FINAL DESIGN MUST BE APPROVED BY THE ENGINEER
- LENGTH OF BARRIER IS 500m



ISOMETRIC VIEW
SCALE: N.T.S



NEW JERSEY BARRIER
SCALE 1:10

TYPICAL NEW JERSEY BARRIER

SHEET 1 OF 1

SCALE: AS SHOWN