



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 02/04/2019

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND
SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO
THE DEPARTMENT**

PROCUREMENT DOCUMENT

APRIL 2019

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 :	PERSONAL PROTECTIVE EQUIPMENT	R.....
BILL B :	PERSONAL PROTECTIVE EQUIPMENT	R.....
BILL C :	PERSONAL PROTECTIVE EQUIPMENT	R.....
BILL D :	PERSONAL PROTECTIVE EQUIPMENT	R.....

BILL E : PERSONAL PROTECTIVE EQUIPMENT

R.....



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PART T1: TENDERING PROCEDURES

Part T1.1 Tender Notice and Invitation to Tender

Bidders must refer to the **“Tender Notice and Invitation to Tender”** as published and comply with **all the requirements outlined in therein**. Failure to comply with the requirements will result in bidders being disqualified.

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Part T1.2 Tender Data

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

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

Clause number	Tender Data
F.1.1	The employer is the Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Private Bag X83, Marshall Town.
F.1.2	<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 Standard 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 - The Works : Description and Execution</p>
F.2.7	The details of the compulsory clarification meeting and attendance requirements are as stated in the published “Tender Notice and Invitation to Tender”
F.2.12	No alternative tenders will be considered.
F.2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture.
F2.13.3	Each tender offer communicated on paper shall be submitted as an original
F.2.13.4	Submit only the signed original tender
F.2.13.5 F.2.15.1	<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 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT and the closing date and time of the tender.</p>

Clause number	Tender Data
F2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.20	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.
F.2.23	The tenderer is required to comply and submit the documents outlined in the published Tender Notice and Invitation to Tender .
F.2.24	The tenderer must be cognisant of paragraph " <u>Bidders should note the following</u> " of the published Tender Notice and Invitation to Tender .
F.3.11.3	The tenderer must be cognisant of the functionality criteria in respect of Personal Protective Equipment as outlined in paragraph " <u>FUNCTIONALITY EVALUTATION</u> " of the published Tender Notice and Invitation to tender .
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The tenderer provides a Valid Tax Compliance Status Pin issued by SARS, that will grant a third-party access to the bidder's Tax Compliance Status (A trust, consortium or joint venture must submit a tax compliance status pin of each partner in the trust, consortium or joint venture); b) <u>The proposed Guarantor</u> completes the form of intent to provide a Guarantee to the tenderer on the format included in Part T2.1 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; <p>and</p> 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;

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PART T2: RETURNABLE DOCUMENTS

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
- Schedule of Tenderer's Litigation History

2 Returnable Schedules required for tender evaluation purposes

- Tax Compliance Status Verification
- Form of Intent to Provide a Form of Guarantee
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest
- SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors
- Annex C: Local Content Declaration - Summary Schedule
- Annex D: Imported Content Declaration - Supporting Schedule to Annex C
- Annex E: Local Content Declaration: Supporting Schedule to Annex C
- SBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- SBD 9: Certificate of Independent Bid Determination

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

- Original or certified B-BBEE Verification Certificate / Sworn Affidavits issued by the DTIC or the CIPC or in a similar format must be valid, original or certified as a true copy of the original SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

4 C1.1 Forms of Offer and Acceptance

5 C1.2 Contract Data

6 C2.2 Bill of Quantities

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1 Documents required for tender administrative purposes

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:
.

Section 3: CIDB registration number, if any:
.

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

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

--	--	--	--

*insert separate page if necessary

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

- i) authorises the Employer to utilise the Tax Compliance Status Pin issued by SARS, to verify that the enterprise's 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:

	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 _____



Schedule of Plant and Equipment

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

[illegible]

Attach additional pages if more space is required.

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

	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 as well as the working capital at the disposal of the tenderer. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

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

SIGNED BY TENDERER:

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Schedule of Tenderer's Litigation History

Note to tenderer:

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

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

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2 Returnable Schedules required for tender evaluation purposes

Tax Compliance Status Verification

The tenderer is to affix to this page:

Note:

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

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Form of Intent to Provide a Form of Guarantee

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

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

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

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Certificate of Insurance Cover

Note to tenderer:

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

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

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor's Equipment

Company:

Value:

- Insurance for Contractor's Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED BY TENDERER:

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SBD 4

Declaration of Interest

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number.
 - 2.7
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed :
- Position occupied in the state institution:
- Any other particulars:
-
-
-
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
-
-
-
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 6.2

Declaration Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on https://sbm.gov.za/wp-content/uploads/Pages/SCM_Documents/SCM_Guidelines/SABS_Standards.pdf at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTIC must be informed accordingly in order for the DTIC to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration Templates can be obtained/downloaded from the following DTI website: <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

- **Annex C: Local Content Declaration - Summary Schedule**
- **Annex D: Imported Content Declaration - Supporting Schedule to Annex C**
- **Annex E: Local Content Declaration: Supporting Schedule to Annex C**

SBD 8

Declaration of Bidder's past supply chain management practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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SBD 9

Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:.....that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

B-BBEE Requirements:

1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a sworn affidavit.
2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
3. Sworn affidavits issued by the DTIC or the CIPC or in a similar format must be valid, original or certified as a true copy of the original.
4. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original. In addition the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon.
5. Bidders who do NOT qualify as EME's and QSE's as outlined in 1 and 2 above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
6. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
7. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor. Sworn Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

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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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

- 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 √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

.....

TENDER NUMBER: DRT 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

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

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

BILL A
.....(in words)
(R in figures)

BILL B
.....(in words)
(R in figures)

BILL C
.....(in words)
(R in figures)

BILL D
.....(in words)
(R in figures)

BILL E
.....(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 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

BILL A(in words)

.....(in words)

(R in figures)

BILL B(in words)

.....(in words)

(R in figures)

BILL C(in words)

.....(in words)

(R in figures)

BILL D(in words)

.....(in words)

(R in figures)

BILL E(in words)

.....(in words)

(R in figures)

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

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

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

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

- 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.

Capacity.....

Witness Date

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

1.....

2.....

3.....

4 etc

C1.2 CONTRACT DATA

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

APPENDIX TO TENDER

Note: Clause numbers (Cl. No.) refer to the "General Conditions of Contract for Construction for Building and Project Managing 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
Project Manager	1.1.2.4	The Deputy Director, Directorate Technical Auxiliary, Co-Ordination and Office Support 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 Koedoespoort TEL: (012) 310 2200
Period of validity of tender	-	90 days after the closing date for tenders
Time for completion of works	1.1.3.3.	36 months including the contractor's holidays in December and January
Defects for notification period	1.1.3.7	12 calendar months
Laws	1.1.6.5	The law governing this contract is South African law
Time for access to the site	2.1	Nil (access on Commencement Date)
Amount of performance security	4.2	1 % of the accepted contract amount (Cl no. 4.11)
Base date	13.8	Base date for this contract is the month prior to the date of tender closure.

Special non-working hours/days	A6.5	All designated public holidays (including all foreseeable statutory declared election days),
Period in which works must commence	A8.1	Not later than 14 days after the date on a Works Order
Delay damages for the works	A8.7	(a) Delay Damages (i) Late delivery R 5000 per day for any specific works order
Evaluation	A12.3	The term "fixed rate item" shall apply to all items of work listed in the Pricing Schedule.(Including agreed items of work listed in variation orders)
Price Variations	A 13.8	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
Insurance	18.1	Applicable / Required
Insurance for contractors works and equipment	18.2	Applicable / Required
General Public Liability cover for claims against the contractor	18.3	Applicable / Required
Insurance for contractors personnel	18.4	Applicable / Required

SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is

Physical Address:

Telephone:

Facsimile:

The authorised and designated representative of the Contractor is:

Name:

The postal address for receipt of communications is:

Telephone:

Facsimile:

Physical Address:

Email:

C1.3 OTHER STANDARD FORMS

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the FIDIC Conditions of Contract for Construction for building and Project Managerring 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 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

C1.3.4 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 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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:

Yours sincerely

.....
Authorised Signatory for

DATE:

TENDER NUMBER: DRT 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

PART C2: PRICING DATA

Part C2.1 Pricing Instructions

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

%	=	percent	m 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 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 need to be completed separately. No grouping of items with a single lump sum will be allowed.**
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
9. The Bills of Quantities in the Tender Document must be completed in Black Ink and signed.
10. The Bills of Quantities in the Tender Document must be fully completed – every item must be priced.
11. The Contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Department to increase the quantities or not.



TENDER NUMBER: DRT 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Part C2.2 Bill of Quantities

TENDER No. DRT 02/04/2019

FOR

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A
PERIOD OF THREE YEARS TO THE DEPARTMENT**

C2.2 BILL OF QUANTITIES

BILL A: ALL FIVE REGIONS

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

BILL A:**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT****SCHEDULE OF QUANTITIES**

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
A.1	Safety Half Boot	Black or approved colour 300 degrees C- heat resistant 200 joules resistant toe cap double density PU rubber sole antistatic range 100`Ωm - 1000`Ωm abrasion resistant & SABS approved water resistant EN 345 S2 oil and acid resistant slip resistant / nonconductive inner midsole made from polyurethane penetration resistant SABS / ISO 20345 black or approved colour				
			3	12		
			4	14		
			5	90		
			6	406		
			7	540		
			8	780		
			9	570		
			10	264		
			11	90		
			12	20		
			TOTAL FOR SECTION 1			

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
A.2	Gumboots	Knee length 200 joules resistant toe cap slip resistant water resistant black or approved colour pvc iaw SABS 1320 PRT 1 class 1 oil and acid resistant SABS approved	3	12		
			4	12		
			5	22		
			6	140		
			7	160		
			8	250		
			9	160		
			10	120		
			11	30		
			12	20		
			13	6		
			TOTAL FOR SECTION 2			

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
A.3	Safety Shoe Lady	Sizes range from sizes 3 – 9	3	12		
		Oil and acid resistant	4	12		
		Steel toe cap resistant up to 200 joules	5	12		
			6	12		
		Slip resistant	7	15		
		Water resistant	8	4		
		Black or approved colour	9	4		
TOTAL FOR SECTION 3						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
A.4	Safety Shoe Suede	Size range 4-12				
		200 joules resistant toe cap	4	10		
		Slip resistant	5	10		
		Water resistant	6	10		
		Abrasion resistant	7	15		
		Oil and acid resistant	8	15		
		Double density PU rubber sole	9	15		
		Heat resistant 95°C	10	15		
		SABS / SANS / ISO 20345	11	4		
		approved	12	4		
TOTAL FOR SECTION 4						

NO	DESCRIPTION		QUAN TITY	RATE R	AMOUNT R
A.5	Additional Personal Protective and Safety Equipment	PC	1		500 000.00
		Sum			
				10%	50 000
TOTAL FOR SECTION 5					550 000.00

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SUMMARY BILL A:

SECTION	ITEM	AMOUNT R
1	Safety Half Boot	
2	Gumboots	
3	Safety Shoe Lady	
4	Safety Shoe Suede	
5	Additional Personal Protective and Safety Equipment	

	SUBTOTAL	
--	-----------------	--

	ADD 15% VAT	
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	TOTAL TENDER AMOUNT	
--	----------------------------	--

Signature of Tenderer:

TENDER No. DRT 02/04/2019

FOR

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A
PERIOD OF THREE YEARS TO THE DEPARTMENT**

C2.2 BILL OF QUANTITIES

BILL B: ALL FIVE REGIONS

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

BILL B:**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT
SCHEDULE OF QUANTITIES**

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.1	Two piece conti suite SABS 434 standard	Jacket: Departmental logo in colour on LH breast pocket, two hip pockets, front metal zip, all stress points bar- tacked, seams safety stitched, tape above elbows around waist Trousers: two side pockets & one hip pocket, metal zip with half elasticised waist and belt loops, tape above knees Colour: Royal blue Fabric: Poly/cotton 50/50 weight 220 gsm Tape: lime background 50mm & silver 17mm comb SABS 434	28/77	12		
			32/82	40		
			34/87	40		
			36/92	250		
			38/97	450		
			40/102	300		
			42/107	660		
			44/112	300		
			46/117	200		
			48/122	200		
			50/127	200		
			52/132	200		
			56/142	75		
			58/147	50		
TOTAL FOR SECTION 1						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.2	Two piece conti suite SABS 434 acid resistant stock pattern standard	Jacket: Departmental logo in colour on LH breast pocket, two hip pockets, front metal zip, all stress points bar- tacked, seams safety stitched, tape above elbows around waist Trousers: two side pockets & one hip pocket, metal zip with half elasticised waist and belt loops, tape above knees Colour: Royal blue Fabric: Poly/cotton 50/50 weight 220 gsm Tape: lime background 50mm & silver 17mm comb	28/77	6		
			32/82	6		
			34/87	12		
			36/92	30		
			38/97	100		
			40/102	100		
			42/107	160		
			44/112	110		
			46/117	90		
			48/122	80		
			50/127	30		
			52/132	8		
			56/142	10		
			58/147	6		
TOTAL FOR SECTION 2						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.3	Dust coat royal blue ¾	Standard, Poly/cotton 35/65 Departmental logo in colour on breast LH pocket, button down front, stress points reinforced, two hip pockets with side slits	34/87	100		
			36/92	100		
			38/97	100		
			40/102	100		
			42/107	100		
			44/112	100		
			46/117	100		
			48/122	100		
TOTAL FOR SECTION 3						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.4	Raincoat Delux	Lime colour, poly-eurothane non-breathable fabric of 150 denure iaw EN 471 class 3. Departmental logo in colour LH breast patch Jacket includes detachable lining, hood in the collar, all seams sealed to ensure garment is 100% waterproof Silver 50mm reflective open bead tape iaw EN 471, around shoulders, above and below elbows, around chest and stomach	S	25		
			M	70		
			L	120		
			XL	200		
			2XL	120		
			3XL	60		
			4XL	40		
			5XL	16		
			6XL	12		
			7XL	10		
			8XL	10		
TOTAL FOR SECTION 4						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.5	Jacket “ROADS MAINTENANCE SUPERVISOR” ORANGE AIRTEX	Jacket orange airtex iaw EN 471 High visibility polyester fabric 130 grams psm(m2) Front plastic zip closure and Departmental logo in colour on LH breast patch Reflective Lime vinyl tape from shoulder blades over to the front connecting/encompass the whole midriff section “ROADS MAINTENANCE SUPERVISOR” encapsulated panels printed in Black spaced according to space available. Sizes S-8XL	S	30		
			M	40		
			L	80		
			XL	120		
			2XL	120		
			3XL	50		
			4XL	30		
			5XL	12		
			6XL	8		
			7XL	8		
			8XL	8		
TOTAL FOR SECTION 5						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.6	2 piece rubberised NYLON rainsuite (scootersuite) in carry bag Lime green	Two piece nylon rubberised rainsuite Jacket: concealed zip, press studs in front, attached hood Trousers: elasticised waist, packed in carrybag Lime green	S	30		
			M	220		
			L	500		
			XL	300		
			2XL	120		
			3XL	40		
			4XL	20		
			5XL	9		
TOTAL FOR SECTION 6						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.7	Dress	Dress cleaner uniform, short sleeve, two-tone – turquoise with Navy blue insert, 100% polyester, two hip pockets, front button down, Departmental logo in colour on LH breast pocket/patch	S	20		
			M	20		
			L	20		
			XL	20		
			2XL	20		
			3XL	20		
			4XL	20		
			5XL	20		
			6XL	20		
			7XL	20		
TOTAL FOR SECTION 7						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.8	Blouse	Blouse cleaner uniform, long sleeve, turquoise with Navy blue insert, 100% polyester, two hip pockets, front button down, Departmental logo in colour on LH breast pocket/patch	S	20		
			M	20		
			L	20		
			XL	20		
			2XL	20		
			3XL	20		
			4XL	20		
			5XL	20		
			6XL	20		
			7XL	20		
TOTAL FOR SECTION 8						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.9	Slacks	Slacks cleaner uniform, full elastic band, Navy blue 100% polyester	S	20		
			M	20		
			L	20		
			XL	20		
			2XL	20		
			3XL	20		
			4XL	20		
			5XL	20		
			6XL	20		
			7XL	20		
TOTAL FOR SECTION 9						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
B.10	Additional Conti Suite	Conti suite all colours Departmental logo in colour Tape: reflective lime background 50mm & silver 17mm comb Silver 50mm reflective open bead tape iaw EN 471, around shoulders, above and below elbows, around chest and stomach	S	12		
			M	20		
			L	23		
			XL	34		
			2XL	20		
			3XL	20		
			4XL	13		
			5XL	10		
			6XL	9		
			7XL	9		
			8XL	9		
TOTAL FOR SECTION 10						

NO	DESCRIPTION		QUAN TITY	RATE R	AMOUNT R
B.11	Additional Personal Protective and Safety Equipment	PC Sum	1		500 000.00
				10%	50 000.00
TOTAL FOR SECTION 11					550 000.00

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SUMMARY BILL B:

SECTION	ITEM	AMOUNT R
1	Two piece conti suite SABS 434 stock pattern standard	
2	Two piece conti suite SABS 434 acid resistant stock pattern standard	
3	Dust coat	
4	Raincoat	
5	Jacket orange airtex iaw EN 471	
6	Two piece nylon rubberised rainsuit	
7	Dress	
8	Blouse	
9	Slacks	
10	Additional conti suit	
11	Additional Personal Protective and Safety Equipment	

	SUBTOTAL	
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	ADD 15% VAT	
--	--------------------	--

	TOTAL TENDER AMOUNT	
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Signature of Tenderer:

TENDER No. DRT 02/04/2019

FOR

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A
PERIOD OF THREE YEARS TO THE DEPARTMENT**

C2.2 BILL OF QUANTITIES

BILL C: ALL FIVE REGIONS

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

BILL C:
SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT
SCHEDULE OF QUANTITIES

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.1	Bib	Bib 100% polyester high visibility airtex fabric, Orange iaw EN 471, 130 grams psm Lime vinyl tape iaw EN 471 from around midriff across shoulders and back Print logo in colour & “ROADS MAINTENANCE” in encapsulated panels printed in black spaced letters	S	50		
			M	200		
			L	500		
			XL	220		
			2XL	120		
			3XL	45		
			4XL	6		
			5XL	6		
TOTAL FOR SECTION 1						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.2	Glove leather	Double palm with lining green heavy duty general and construction CE EN388:4144 EN407:417:4134, Size:2" with 5 cm cuff 8" with 20 cm cuff	2"	900		
TOTAL FOR SECTION 2						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.3	Glove rubber	Hand household Yellow 8" long, Hand size: large, xlarge, 2xlarge	8"	150		
TOTAL FOR SECTION 3						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.4	Glove rubber Shoulder	Glove rubber from hand to shoulder Hand size: large, xlarge, 2xlarge	8"	150		
TOTAL FOR SECTION 4						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.5	Spectacle	Anti-scratch, clear, general purpose	no	1 200		
TOTAL FOR SECTION 5						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.6	Shield full face	Shield full face 204 x 305 clear poly carbonate, impact resistant, heat tolerant	no	350		
TOTAL FOR SECTION 6						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.7	Mask	Dust mask disposable moulded respirator FFF1 dust particles 20 per box	no	200		
TOTAL FOR SECTION 7						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.8	Mask Single respiratory	Dust mask single paint poison fumes	no	250		
TOTAL FOR SECTION 8						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.9	Mask Double respiratory	Dust mask double respirator paint poison fumes	no	250		
TOTAL FOR SECTION 9						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.10	Hard hat	Hard hat jockey type with suspension and chinstrap, yellow, class A, SABS	no	1 200		
TOTAL FOR SECTION 10						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.11	SPATS	Padded leg protection from boot up to and including knees, 300mm long, webbing material with 8 clips for fastening for brush cutter & trimmer use	no	650		
TOTAL FOR SECTION 11						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.12	Earmuffs	Earmuffs noise hearing protection Lightweight 'high impact plastic construction' Adjustable one size fits all, large padded ear Cup openings, reduce harmful noise for power tool usage eg rammers, vibrators rollers, chain saw, brush cutters	no	250		
TOTAL FOR SECTION 12						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.13	Kidney belt	Belt kidney	S	50		
			M	50		
			L	50		
			XL	50		
			2XL	50		
			3XL	50		
TOTAL FOR SECTION 13						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.14	Water jug	Water jug, cold and hot water, 1.9 – 2 litres	no	1 000		
TOTAL FOR SECTION 14						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.15	Harness Single	Single lanyard harness shock absorber Scaffold hook SABS approved	no	35		
TOTAL FOR SECTION 15						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.16	Harness Double	Double lanyard harness shock absorber Scaffold hook SABS approved	no	35		
TOTAL FOR SECTION 16						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.17	Welding Helmur	Welding Helmut auto dark	no	20		
TOTAL FOR SECTION 17						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
C.18	Welding apron	Chrome leather welding apron 120 x 60 cm	no	20		
TOTAL FOR SECTION 18						

NO	DESCRIPTION		QUAN TITY	RATE R	AMOUNT R
C.19	Additional Personal Protective and Safety Equipment	PC Sum	1		500 000.00
				10%	50 000.00
TOTAL FOR SECTION 19					550 000.00

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SUMMARY BILL C:

SECTION	ITEM	AMOUNT R
1	Bib	
2	Glove leather	
3	Glove rubber	
4	Glove rubber (Shoulder)	
5	Spectacle	
6	Shield full face	
7	Mask	
8	Mask single	
9	Mask double	
10	Hard hat	
11	Spats (padded leg protection)	
12	Earmuffs	
13	Kidney belt	
14	Water jug	
15	Harness single	
16	Harness double	
17	Welding Helmet	
18	Welding apron	
19	Additional Personal Protective and Safety Equipment	

	SUBTOTAL	
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	ADD 15% VAT	
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	TOTAL TENDER AMOUNT	
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Signature of Tenderer:

TENDER No. DRT 02/04/2019

FOR

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A
PERIOD OF THREE YEARS TO THE DEPARTMENT**

C2.2 BILL OF QUANTITIES

BILL D: ALL FIVE REGIONS

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

BILL D:
SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT
SCHEDULE OF QUANTITIES

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.1	Barrier tape	Barrier tape red & white, 500m rolls	no	180		
TOTAL FOR SECTION 1						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.2	Cones	Cone road high visibility orange HEIGHT – 750mm WEIGHT – 4.5 kg WIDTH – 410 mm	no	2 000		
TOTAL FOR SECTION 2						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.3	Cones with white reflective strip	Cone road high visibility orange 750 mm high with Heavy base, 4.5kg with white reflective strip 200mm for emergency teams	no	2 000		
TOTAL FOR SECTION 3						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.4	Water barrier	Yellow, stackable	no	400		
TOTAL FOR SECTION 4						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.5	Construction net	Net construction, red, 1 meter high, 50 meter rolls	per roll	50		
TOTAL FOR SECTION 5						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.6	Lightbar 450mm	Lightbar slimline, ultra-low-profile unit 360-degree light output, low current draw aluminium construction polycarbonate lens 4m long high-quality power cable in high quality rubber & high-quality HD lighter plug with on/off switch & led indicator Colour: Amber Size: (H) 55mm x (W) 306	no	60		
TOTAL FOR SECTION 6						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.7	Lightbar 1042mm	Lightbar slimline, ultra-low-profile unit 360-degree light output, low current draw aluminium construction polycarbonate lens 4m long high-quality power cable in high quality rubber & high-quality HD lighter plug with on/off switch & led indicator Colour: Amber Size: (H) 55mm x (W) 306	no	60		
TOTAL FOR SECTION 7						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.8	Flag signal	Flag signal red, rolls, 1110mm x 60 meters	rolls	20		
TOTAL FOR SECTION 8						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.9	Handle broom	1.2m x 25mm SABS77	no	300		
TOTAL FOR SECTION 9						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.10	Torch	Torch million candle power electrical and car charged	no	60		
TOTAL FOR SECTION 10						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
D.11	Oil absorbent peat sorb	Oil absorbent peat 8 cf bag Repels water (hydrophobic) & attracts 226 litres hydrocarbons on contact per bag	no	615		
TOTAL FOR SECTION 11						

NO	DESCRIPTION		QUAN TITY	RATE R	AMOUNT R
D.12	Additional Personal Protective and Safety Equipment	PC Sum	1		500 000.00
				10%	50 000.00
TOTAL FOR SECTION 12					550 000.00

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SUMMARY BILL D:

SECTION	ITEM	AMOUNT R
1	Barrier tape	
2	Cones	
3	Cones with white reflective strip	
4	Water barrier	
5	Construction net	
6	Lightbar slimline 450mm	
7	Lightbar slimline 1042mm	
8	Flag signal	
9	Handle broom	
10	Torch	
11	Oil absorbent peat	
12	Additional Personal Protective and Safety Equipment	

	SUBTOTAL	
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	ADD 15% VAT	
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	TOTAL TENDER AMOUNT	
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Signature of Tenderer:

TENDER No. DRT 02/04/2019

FOR

**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A
PERIOD OF THREE YEARS TO THE DEPARTMENT**

C2.2 BILL OF QUANTITIES

BILL E: ALL FIVE REGIONS

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

BILL E:
SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT
SCHEDULE OF QUANTITIES

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.1	Regulation refill OMNI	Regulation 3 refill	no	90		
TOTAL FOR SECTION 1						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.2	Regulation refill OMNI	Regulation 7 refill + metal box	no	90		
TOTAL FOR SECTION 2						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.3	Regulation refill OMNI	First aid kit Regulation with knapsack	no	90		
TOTAL FOR SECTION 3						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.4	Fire extinguisher with pressure dial	Fire extinguisher with plastic bracket 1.5kg	no	120		
TOTAL FOR SECTION 4						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.5	Fire extinguisher with pressure dial	Fire extinguisher with metal bracket 4.5kg	no	120		
TOTAL FOR SECTION 5						

NO	ITEM	SPECIFICATION	SIZE	QUAN TITY	RATE R	AMOUNT R
E.6	Fire extinguisher with pressure dial	Fire extinguisher with metal bracket 9kg	no	160		
TOTAL FOR SECTION 6						

NO	DESCRIPTION		QUAN TITY	RATE R	AMOUNT R
E.7	Additional Personal Protective and Safety Equipment	PC Sum	1		300 000.00
				10%	30 000.00
TOTAL FOR SECTION 7					330 000.00

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SUMMARY BILL E:

SECTION	ITEM	AMOUNT R
1	Regulation refill OMNI (Regulation 3)	
2	Regulation refill OMNI (Regulation 7) with metal box	
3	First aid kit regulation with knapsack	
4	Fire extinguisher 1.5kg	
5	Fire extinguisher 4.5kg	
6	Fire extinguisher 9kg	
7	Additional Personal Protective and Safety Equipment	

	SUBTOTAL	
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	ADD 15% VAT	
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	TOTAL TENDER AMOUNT	
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Signature of Tenderer:

TENDER No. DRT 02/04/2019 - SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE AND SAFETY EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

C3: Scope of Works

PART C3: SCOPE OF WORKS

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PROJECT SPECIFICATIONS

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SECTION 1000: GENERAL

SECTION B1100: DEFINITIONS AND TERMS

Add the following clause:

“B1156 OTHER DEFINITIONS

The Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) has been written for all contractors, employers and 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, 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.

Project Manager

The Project Manager and Project Manager is the same persona.

Site

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

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

Works

The works is described in Part C4 of this document.

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Replace the first paragraph with the following:

"The contractor shall base his initial programme of work for a specific order on the scope of works as indicated by the Project Manager or Project Manager'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 sections within the same administrative region.**
- (ii) **The contractor shall prepare an estimate of quantities, monetary value and contract period for executing the work. 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 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.**
- (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.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

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

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

Replace the third paragraph with the following:

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

"B 1215 EXTENSION OF TIME

Extension of time in terms of Clause 8.4 of the Conditions of Contract shall be determined by mutual agreement between the 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:

B1231 MATERIALS

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 0000:

SECTION B0000: PERSONAL PROTECTIVE AND SAFETY EQUIPMENT

0000: SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT

The supply of personal protective clothing and safety equipment will be measured and paid for under the item in the Bill of Quantities.

The sizes for personal protective and safety equipment are according to South African size guidelines, and two-piece suits will be ordered on the size of the pants

0000: MEASUREMENT AND PAYMENT

Add the following pay items:

<u>Item</u>	<u>Unit</u>
0001: Supply of Personal Protective Equipment	Number of

Payment shall be done for the supply of personal protective clothing and safety equipment as per the item in the Bill of Quantities as delivered according to the specifications to the Gauteng Department of Roads and Transport. All costs for delivery shall be included in the rates.

TENDER NUMBER: DRT 02/04/2019 SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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 personal protective clothes and safety equipment for 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 1 bill.
- The Employer reserves the right to award the bill to a specific contractor. The contractor will not be entitled to any additional remuneration other than the specific rates should any of the regions or subsections not be awarded to him.
- The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. (See clause 15 of the General Conditions of Contract – 2010 and clause 16 for the Suspension and Termination by the Contractor).
- **The contractor shall be liable for all claims that result during the execution of his work on site. (see clause 17.1 of the General Conditions of Contract – 2010)**

(b) Site location

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

C4.2 RESPONSIBILITIES OF THE PROJECT MANAGER AND MANAGERS'S REPRESENTATIVE

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

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

C4.3 QUALITY CONTROL

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

C4.4 DISPUTE RESOLUTION

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

C4.5 CLAIMS PROCEDURE

Any claim by the Contractor shall be submitted to the 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.