



TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

**VOLUME 3
BOOK 1 (RETURNABLE DOCUMENT)**

COMPULSORY BRIEFING: 11h00 on Friday, 27 March 2026

TENDER CLOSING: 11h00 on Tuesday, 21 April 2026

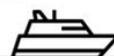
**Eastern Cape Department of Transport
32 Cowan Close
Stellenbosch Park Building
King William's Town
5601**

Company Name of Tenderer:

.....

CRS No.

CSD No.



PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

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<p>LIST OF CONTRACT DOCUMENTS</p>
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VOLUME 1 : **GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION 2015)**

** See note below*

VOLUME 2 : **THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES (COLTO 1998 EDITION)**

** See note below*

VOLUME 3 : **PROJECT DOCUMENT**

The Project Document comprises of two (2) Books as follows:

BOOK 1 : Part T1 : Tendering Procedures
 Part T2 : Returnable Documents
 Part C1: Agreements and Contract Data
 Part C2 : Pricing Data

BOOK 2 : Part C3 : Scope of Works
 Part C4 : Site Information

The form of Offer and Acceptance, any correspondence from the selected tenderer, the Performance Guarantee and all addenda issued during the period of tender will also form part of the Volume – Book 1, once a tenderer has been appointed.

Note: Volumes 1 and 2 are available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685. Tel No. (011) 805 5947, Fax No. (011) 805 5971, Email: civilinfo@saice.org.za

PROVINCE OF THE EASTERN CAPE

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PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

<p style="text-align: center;">TENDER PART T1: TENDERING PROCEDURES</p>

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

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REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 TENDER INVITATION

The **Eastern Cape Department of Transport** hereby invites tenders from experienced civil engineering contractors for :

Contract No. SCMU10-24/25-0011
REHABILITATION OF MR00381, HUMANSDORP (KM 0+00) TO ST FRANCIS BAY/ CAPE ST FRANCIS (KM 24+73). PART OF R330 IN THE SARAH BAARTMAN DISTRICT

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of GRADE 8 CE PE or higher for civil engineering class of work.

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate the completion of at least two (2) similar SURFACED ROAD UPGRADING/REHABILITATION PROJECTS in the past ten (10) years to the value of at least R 150 million each, within the South African Development Community (SADC) region. Refer to T1.2: TENDER DATA of the document for the tender specific definition of a similar BITUMINOUS SURFACED ROAD UPGRADING PROJECT(S).

In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the minimum requirements as referred to T1.2: TENDER DATA of the document:

- Construction Manager with a minimum of ten (10) years' experience in surfaced road upgrading project(s) as a Construction Manager and professionally registered.
- Construction Health and Safety Officer to manage the contractor's health and safety obligations on site with minimum of five (5) years' experience on road projects and professionally registered.

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document.

In addition, the tender must have critical project specific construction equipment listed below:

- a) Special-purpose recycling machine fitted for emulsion application, as specified in subclause B3511(a) of SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE COLTO STANDARD SPECIFICATIONS; and
- b) Self-propelled chip spreader

Tender documents will be available as from 09h00 on Friday 20th March 2026. Bid documents can be downloaded from E-portal on the following website: www.e-tenders.gov.za and on the Departmental website www.ectransport.gov.za.

A compulsory clarification meeting with representatives of the Employer will take place adjacent to the Glen Farm Diary (Coordinates -34.0417686, 24.7882301) along the Humansdorp Cape St Francis Road on the **27th March 2026** at 11h00. No tender documents will be available at the clarification meeting.

Attendees who are 20 minutes late to the Briefing will not be permitted to sign the Attendance Register and therefore will be prohibited from tendering as per clause F.2.7.

Tenderers may seek clarification from the Employer in terms of this tender within fourteen (14) days from the date of advert and the last day for accepting questions will be Tuesday 14 April 2026.

The Tender – Part 1 – Tendering Procedures

Tenderers are required to download any addenda issued by the Employer from the Eastern Cape Department of Transport Website www.ectransport.gov.za only. Addenda will only be issued seven (7) days before the Tender Closing date and it is the Tenderers responsibility to check the addenda issued on the departmental website and eTender portal. Please note, ONLY addenda critical to the evaluation will be issued.

Furthermore, as a Condition of Contract the Contractor will be required to achieve minimum Employer's contract participation goals in terms of:

- 30% on Targeted subcontractors employed by the Contractor, for the execution of portions of construction works, in the performance of the Contract; and
- 10% on Targeted suppliers employed by the Contractor, subcontractor(s) and targeted subcontractors, for supplying materials, goods or services, in the performance of the Contract; and
- 10% on Targeted labour employed by the Contractor, subcontractor(s) and targeted subcontractors in the performance of the Contract.

Completed tender documents (Volume 3 Book1 and any supporting documentation), must be submitted on eTender Publication Portal (eSubmission) not later than 11h00 on the 21st of April 2026.

Click on the link to see how to submit your bid proposal on eSubmission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>.

It is the responsibility of the bidder/s to ensure that tender documents /proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000.

The purpose of the project is to rehabilitate 24.73 km of existing surfaced road MR00381 from Humansdorp to St Francis /Cape St Francis. The anticipated scope of works involves; forming a new C4 subbase layer, importing a new G4 base course layer, new Double Seal surfacing. Furthermore, the scope of works involves new and refurbishment of existing; storm water drainage systems, fencing and road furniture. The road requires strengthening of the subbase layers and a base of good quality material. The adopted remedial action is a heavy rehabilitation of the road with the following pavement structures to be implemented:

Chainage KM0+ 00 -KM3+26

- In-situ – recycle 300mm of the existing G4/G5 material and stabilise with bitumen to form BSM-2 material (to form new base)
- asphalt surfacing.

Chainage KM3+26 -KM17+14

- Rural - In-situ recycling of existing base to form subbase + Importing new Base Layer.
- Urban – Cut to stockpile existing base for reuse, deep In-situ recycling of subbase to form subbase + Importing new Base Layer.
- In-situ – recycle 0mm and stabilise to a C4 (to form new subbase)
- Importing G3 for the 150mm base layer
- Double Seal surfacing

Chainage KM17+ 14 -KM18+82

- In-situ – recycle 300mm of the existing G4/G5 material and stabilise with bitumen to form BSM-2 material (to form new base)
- asphalt surfacing.

The Tender – Part 1 – Tendering Procedures

Chainage KM18+82 -KM22+48

- Rural - In-situ recycling of existing base to form subbase + Importing new Base Layer.
- Urban – Cut to stockpile existing base for reuse, deep In-situ recycling of subbase to form subbase + Importing new Base Layer.
- In-situ – recycle 0mm and stabilise to a C4 (to form new subbase)
- Importing G3 for the 150mm base layer
- Double Seal surfacing

Chainage KM22+ 48 -KM24+73

- In-situ – recycle 300mm of the existing G4/G5 material and stabilise with bitumen to form BSM-2 material (to form new base)
- Double seal surfacing.

The contract period is **twenty six (26) months**, including all special non-working days (gazetted public holidays and contractor's year-end break) and an estimated period of two (2) months for the construction work permit application and approval.

T1.1.2 TENDER SUBMISSIONS

The completed tender document [only Volume 3 – Book 1(Returnable Document)] as well as any supporting documentation shall be submitted on eTender Publication Portal (eSubmission) not later than 11h00 on the 21st of April 2026.

T1.1.3 TENDER EVALUATION

This tender will be evaluated in two (2) phases as follows:

- Phase One: Compliance and responsiveness in terms of tender rules and conditions, thereafter
Phase Two: Responsive tenders will be evaluated in terms of Price and Preference, including risk analysis as stated in the tender data.

The responsiveness criteria for this tender are detailed in **T1.2: TENDER DATA** of the document.

For this tender, it is estimated that the **90/10** system shall apply for Price and Preference. Where a maximum of **90** points can be scored for price (based on Tenderer's Offer) and a maximum of **10** points can be scored for preference (based on Tenderer's B-BBEE status level).

Eligibility Criteria

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **GRADE 8 CE PE** or higher for civil engineering class of work.

Tenderer must have completed at least two similar surfaced road rehabilitation or upgrading projects to the value of at least R 150 000 000.00 each in the past 10 years.

All such "similar" projects shall be located within the SADC (South African Development Community) region.

Details of roads related projects and supporting information must be entered in Form D in the Returnable Schedule. Copies of Completion Certificates and reference letters from the client must be attached, in order to qualify for this tender.

A similar road upgrade project shall be defined as a surfaced road upgrading project and includes at least the following:

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- In-situ rehabilitation of existing pavement layerworks (localised rehabilitation does not qualify) and / or construction of a new pavement base layer
- Seal work using a seal, double or cape seal treatment, or asphalt surfacing
- Accommodation of traffic by means of half-width construction
- Targeted subcontractor management / development.

All such projects shall be located within the SADC (South African Development Community) region.

A completed returnable Schedule D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER to be provided. To demonstrate completion of a similar project(s) as defined in this clause, submit for each project listed a completed returnable Schedule D (A): SIMILAR PROJECT COMPLETED VERIFICATION FORM (respondent's stamp is critical).

Furthermore, submit for each project listed a COMPLETION CERTIFICATE.

Details of roads related projects & supporting information must be entered in Form D of the Returnable Schedules. Copies of Completion Certificates, appointment letters and reference letter from the client must be attached, in order to qualify for this tender.

The Tenderer must have in its employment the following key personnel who comply with the following minimum requirements:

- A suitably qualified and experienced Construction Manager/Site Agent who will be the single point accountable and responsible person for the full time management of the construction works on site, who is registered and has a valid registration certificate with ECSA as a Professional Engineer (Pr Eng.) or Professional Engineering Technologist (Pr Tech Eng) or Professional Engineering Technician (Pr Techni Eng.) or Registered and has a valid registration certificate with SACPCMP as Professional Construction Manager (Pr CM) or Professional Construction Project Manager (Pr CPM) and has a minimum of ten (10) years' experience in surfaced road upgrading project(s).
- A suitably qualified and experienced full time Construction Health and Safety Officer to manage the Contractor's health and safety obligations on site who is registered and has a valid registration certificate with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO) and has a minimum of five (5) years' experience on road projects.

Details of key personnel and their relevant information must be entered in Form E of the Returnable Schedules. Copies of CV's of the key personnel (as per example on Form E) and certificates of qualifications and professional registration must be attached, in order to qualify for this tender.

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document.

In addition, the tender must have critical project specific construction equipment listed below:

- a) Special-purpose recycling machine fitted for emulsion application, as specified in subclause B3511(a) of SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE COLTO STANDARD SPECIFICATIONS; and
- b) Self-propelled chip spreader

C. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	90 points
Maximum points for specific goals	-	10 points

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Maximum points - 100 points

The points for specific goals will be distributed as per the table below.

The points for specific goals will be distributed as per the table below.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system)
Specific Goals:		
Black ownership	2.5	% ownership as per CIPC / CSD
Woman ownership	2.5	% ownership as per CIPC / CSD
Locality: -		
(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5	
(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD.	3	
(c) Outside Eastern Cape no satellite office in Eastern Cape:	1	

Historically Disadvantaged Individual (HDI): Black Ownership (max= 5 points)

Central Supplier Database (CSD) report will be used.

To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%BOE (CIPC / CSD)}{100} \times MHDI (Max = 2.5)$$

SGP= Specific goals points

MHDI= Maximum points for Historical disadvantaged individuals

BO = Black Ownership Equity

NB: Calculation of the specific goals points for a Joint Venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.

Historically Disadvantaged Individual (HDI): Black Ownership

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections

Central Supplier Database (CSD) report will be used.

It is the onus of the bidder to provide proof of ownership equity status

The Tender – Part 1 – Tendering Procedures

□ **Locality:**

Locality shall mean' Fully functional office within the Province of the Eastern Cape. Satellite shall mean an office with minimum staff of not more than 3 personnel running the office on fulltime.

Locality Points will be allocated for proof of local office operations in Eastern Cape. The primary address on CSD and proof of ownership under the bidding company will be used for choice Locality.

D. TENDER SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, eligibility and other tender conditions and rules are detailed in the bid document.

T1.1.4 TENDER CONDITIONS

The conditions of tender applicable for this tender are detailed in **T1.2: TENDER DATA** and **T2.2: RETURNABLE SCHEDULES** of this document.

Note: Tender validity period is **90** days.

T1.1.5 TENDER ENQUIRIES

All tendering procedure enquiries may be directed to:

Contact Person: Mr P Nqikashe and Ms A Mketsu
Tel No.: (067) 419-8001 and 067 411 2177
Fax No.: Not available
E-mail address: Philasande.Nqikashe@ectransport.gov.za

All technical information enquiries may be directed to:

Contact Person: Mr Mbizi and Mr N Chingura
Tel No.: (27 76 633 8875 and 076 094 3702
E-mail address: mbizib@kairosengineers.co.za : Naun.Chingura@ectransport.gov.za

T1.1.6 FOR COMPLAINTS, FRAUD AND TENDER ABUSE

Call: 0800 701 1701

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

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T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice No. 423 of 2019 published in Government Gazette No. 42622 of 08 August 2019 and as amended from time to time. (see www.cidb.org.za)

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

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
C.1	General
C.1.1	Actions
C.1.1.1	The Employer is the Eastern Cape Department of Transport , represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.
C.1.1.2	<i>Add the following clauses after the first paragraph:</i> The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.
C.1.1.4	<i>Add the following after C.1.1.3:</i> Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
C.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: VOLUME 1: The General Conditions of Contract for Construction Works (3 rd Edition) 2015 are published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag

Clause Number	Tender Data
	X200, Halfway House 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: civilinfo@saice.org.za
	<p>VOLUME 2: The Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: civilinfo@saice.org.za</p> <p>The tender documents issued by the Employer comprise:</p> <p>VOLUME 3: DOCUMENT (this document) in which is bound:</p> <p>BOOK 1 (RETURNABLE DOCUMENT)</p> <p>TENDER</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1 TENDER NOTICE AND INVITATION TO TENDER</p> <p>T1.2 TENDER DATA</p> <p>PART T2: RETURNABLE SCHEDULES</p> <p>T2.1 LIST OF RETURNABLE DOCUMENTS</p> <p>T2.2 RETURNABLE SCHEDULES</p> <p>CONTRACT</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1 FORM OF OFFER AND ACCEPTANCE</p> <p>C1.2 CONTRACT DATA PART 1(DATA PROVIDED BY THE EMPLOYER)</p> <p>C1.2 CONTRACT DATA PART 2 (DATA PROVIDED BY THE CONTRACTOR)</p> <p>C1.3 PERFORMANCE GUARANTEE (PRO FORMA)</p> <p>C1.4 OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 CONTRACTORS 37.2 AGREEMENT</p> <p>C1.5 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT</p> <p>C1.6 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT</p>

Clause Number	Tender Data
	<p>PART C2: PRICING DATA</p> <p>C2.1 PRICING INSTRUCTIONS</p>
	<p>C2.2 PRICING SCHEDULES / BILLS OF QUANTITIES</p> <p>BOOK 2 (SPECIFICATIONS & SITE INFORMATION)</p> <p>CONTRACT</p> <p>PART C3: SCOPE OF WORK</p> <p>C3.1 SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO</p> <p>C3.2 SECTION B: PROJECT SPECIFICATION AMENDMENTS</p> <p>C3.3 SECTION C: OCCUPATION HEALTH AND SAFETY SPECIFICATION</p> <p>C3.4 SECTION D: HIV/AIDS AWARENESS SPECIFICATIONS</p> <p>C3.5 SECTION E: TARGETED LABOUR PARTICIPATION AND DEVELOPMENT SPECIFICATIONS</p> <p>C3.6 SECTION F : ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS</p> <p>C3.7 SECTION G1: TARGETED SUBCONTRACTOR PARTICIPATION AND DEVELOPMENT SPECIFICATIONS</p> <p>C3.8 SECTION G2: TARGETED SUPPLIER PARTICIPATION SPECIFICATIONS</p> <p>C3.9 SECTION H: QUALITY ASSURANCE FRAMEWORK FOR ROAD WORKS</p> <p>PART C4: SITE INFORMATION</p> <p>C4 SITE INFORMATION</p> <p>and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.</p> <p>VOLUME 3 BOOK 1 (RETURNABLE DOCUMENT) must be returned to the Employer in terms of submitting a tender offer.</p>
<p>C.1.3</p>	<p>Interpretation</p> <p><i>Add the following after C.1.3.3 d)</i></p> <p>e) material responsiveness criteria means a responsiveness criteria for which the tenderer must be responsive in accordance with the conditions of tender applicable to said responsiveness criteria at the closing time for submission of tender offers, for which the clarification of substance provide by the tenderer after submission shall not be sought, offered or permitted.</p>
<p>C.1.4</p>	<p>Communication and the employer's agent</p> <p>The Employer's agent is:</p> <p>Name: Kairos Consulting Engineers (Pty) Ltd acting through a Director, an Associate or an official, authorised thereto in writing</p> <p>Address: 10 St Morris Street West Road Rivonia</p>

Clause Number	Tender Data
	<p>Sandton , Gauteng 2191</p> <p>Tel: (076) 633 8875</p> <p>E-mail: mbizib@kairosengineers.co.za</p>
C.2	Tenderer's obligations
C.2.1	Eligibility
	<p><i>Delete the heading “Eligibility” and replace with “Responsiveness Criteria”</i></p>
C.2.1.1	<p><i>Delete the clause and replace with the following:</i></p> <p>Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, returnable schedules, specifications, pricing instructions and contract conditions will be declared responsive.</p> <p><i>Add the following after C.2.1.2:</i></p>
C.2.1.3	<p>Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
C.2.1.4	<p><u>Only those tenders that satisfy all of the following criteria will be declared responsive:</u></p>
C.2.1.4.1	<p>Construction Industry Development Board (CIDB) Registration</p> <p>Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> a) every member of the joint venture is registered with an active status with the CIDB for CE class of construction work; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work; and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; d) a signed copy of the Joint Venture Agreement must be attached to returnable schedule E: JOINT VENTURE DISCLOSURE

Clause Number	Tender Data
C.2.1.4.2	<p>A completed returnable schedule C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD to be provided which does not indicate any non-compliance in terms of this clause and requirements of the applicable returnable schedule that renders the tender non-responsive.</p> <p>Compliance with requirements of Employer’s SCM Policy and procedures</p>
	<p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ul style="list-style-type: none"> a) Full name of entity submitting tender to be provided; b) Identification number or company or other registration number to be provided; c) Tax reference number to be provided; d) VAT registration number (if any) to be provided; e) A completed returnable schedule SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING to be provided. Failure to provide or comply with any of the particulars of this schedule may render the tender non-responsive; f) A completed returnable schedule SBD 4: DECLARATION OF INTEREST to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member. Non-compliance with the requirements of the applicable returnable schedule will render the tender non-responsive. Furthermore, should the declaration prove to be false the Employer may reject or act against the tenderer in terms of clause C.3.7 of the Conditions of Tender; g) A completed returnable schedule SBD 8: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member; h) A completed returnable schedule SBD 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION to be provided and which does not indicate any non-compliance with the requirements of the applicable returnable schedule. i) A completed returnable schedule N: COMPULSORY ENTERPRISE QUESTIONNAIRE to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member; j) A completed CERTIFICATE OF AUTHORITY FOR SIGNATORY to be provided and attached to returnable schedule B: CERTIFICATE OF AUTHORITY FOR SIGNATORY. Compliance with the requirements of the applicable returnable schedule is deemed a material responsiveness criteria. k) A completed returnable schedule F: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE to be provided, including attached printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV; l) In the case of a tender submission by a joint venture (JV). The tenderer must attach a signed copy of the JV Agreement to returnable schedule E: JOINT VENTURE AGREEMENT DISCLOSURE. Furthermore, each member of the JV must provide a completed returnable schedule E(A): CERTIFICATE OF SINGLE TENDER SUBMISSION FOR JV MEMBERS;

Clause Number	Tender Data
	<p>m) The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>n) The tenderer has not abused the Employer’s Supply Chain Management System;</p> <p>o) The tenderer has not failed to perform on any previous contract with the Employer;</p>
C.2.1.4.3	<p>p) The tenderer’s tax matters with SARS are in order and will continue to be in order throughout the project.</p> <p>q) The tenderer has provided a completed and signed Form of Offer in terms of C1.1.1 of PART C1: AGREEMENTS AND CONTRACT DATA, deemed as a material responsiveness criteria.</p> <p>Construction Equipment</p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document.</p> <p>In addition, the tender must have available the following project specific construction equipment:</p> <p>a) Special-purpose recycling machine fitted for emulsion application, as specified in subclause B3511(a) of SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE COLTO STANDARD SPECIFICATIONS; and</p> <p>b) Self-propelled chip spreader</p> <p>To demonstrate his ability, the tenderer is required to provide a completed signed declaration in terms of returnable schedule D: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT.</p> <p>Compliance with the requirements of this clause and applicable returnable schedules are deemed a material responsiveness criteria.</p>
C.2.1.4.4	<p>Local Content</p> <p>Only those tenders that are compliant with the requirements of returnable schedule SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS will be declared responsive.</p> <p>For this tender the stipulated minimum threshold(s) for local production and content for:</p> <p>a) Steel Products and Component for Construction is 100%; and</p> <p>b) Cement is 100%</p> <p>A completed returnable schedule SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS including applicable Annexures to be provided.</p> <p>Compliance with the requirements of the applicable returnable schedule is deemed a material responsiveness criteria.</p>

Clause Number	Tender Data
C.2.1.4.5	<p>Registration with Bargaining Council</p> <p>Only those tenders submitted by tenderers who are registered with the Bargaining Council for the Civil Engineering Industry (BCCEI) will be declared responsive.</p> <p>A completed returnable schedule I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION to be provided and attach proof of registration and good standing with the applicable Bargaining Council to the applicable returnable schedule. In case of joint venture (JV) each member of the JV must provide proof of registration and good standing with the applicable Bargaining Council.</p>
C.2.1.4.6	<p>Compliance with the requirements of this clause and applicable returnable schedule is deemed as a material responsiveness criteria.</p> <p>Fulfilment of the Construction Regulations, 2014</p> <p>Only those tenders submitted by tenderers who demonstrate by means of completing and providing returnable schedule H: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014 may be deemed responsive if the tenderer's declaration reasonably satisfy the Employer that the tenderer has, in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely and have included in his tender rates and prices (in the appropriate payment items provided in the Pricing Schedules / Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects liability period.</p>
C.2.7	<p>Clarification briefing</p> <p>A compulsory clarification meeting with representatives of the Employer will take place adjacent to the Glen Farm Dairy (GPS Coordinates -34.0417686, 24.7882301) along the Humansdorp Cape St Francis Road on the 27 March 2026 at 11h00. No tender documents will be available at the clarification meeting.</p> <p>A completed returnable schedule A: CERTIFICATE OF CONFIRMATION THAT THE TENDERER ATTENDED THE CLARIFICATION BRIEFING PRESENTATION to be provided.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarifications at least seven (7) working days before the closing time stated.</p> <p><i>Add the following:</i></p> <p>The tenderer declares that it has:</p> <ol style="list-style-type: none"> a) inspected the Specifications and read and fully understood the Conditions of Contract. b) read and fully understood the whole text of the Specifications and Pricing Schedules and thoroughly acquainted itself with the nature of the goods / services proposed and generally of all matters which may influence the Contract. c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made and acquainted itself with any limitations or restrictions that may be imposed by the Employer or other authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

Clause Number	Tender Data
	<p>d) requested the Employer to clarify the requirements contained in the Specifications and Pricing Schedules, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.</p> <p>e) received any Addenda to the tender documents which have been issued in accordance with the Employer's SCM Policy.</p> <p>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.</p>
C.2.9	Insurance
	No insurance is provided by the Employer.
C.2.10	<p>Pricing the tender offer</p> <p><i>Add the following after C.2.10.4:</i></p> <p>No tendered rates and/or lump sums provided by the tenderer shall be negative, unless expressly to do so in the Pricing Schedule(s). Failure to comply may result in a non-responsive tender</p>
C.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 <i>Add the following:</i></p> <p>If a tenderer, including subcontracted key person(s) or a joint venture member, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.</p> <p>C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.</p> <p>C.2.13.5 The tender submission details are stated in T1.1: TENDER NOTICE AND INVITATION TO TENDER.</p> <p>C.2.13.6 A two-envelope procedure will not be followed (C.3.5).</p> <p><i>Add the following after C.2.13.9:</i></p> <p>C.2.13.10 The Employer shall formally issue the Tender Documents as per C.1.2 (excluding Volumes 1 and 2) and supporting documentation electronically via email to Tender documents will be available electronically to all the tenderers</p> <p>The use of electronic tender documents, supporting documentation and addenda shall be subject to the following:</p> <p>a) The tenderer is forbidden to make or attempt electronic alteration to the tender documents.</p>

Clause Number	Tender Data
	<p>b) Supporting documentation, issued as part of this tender, may be completed electronically. For submission of such supporting documentation the tender is required to submit with his tender submission a signed printed copy.</p> <p>c) The use of electronic signatures is not allowed.</p> <p>d) Where Addenda have been issued which amend the Pricing Schedules, then the printed Pricing Schedules shall take these into account by attaching the amended page to the front of the original page. The pages of the issued Pricing Schedules should not be removed from the tender document.</p> <p>e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic supporting documentation provided in terms of this clause. The tenderer is required to review provided supporting documentation and inform the Employer of any errors or discrepancies found prior to submission of the tender offer.</p> <p>f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p>
<p>C.2.15 C.2.15.1</p>	<p>Closing time</p> <p>The closing time for submission of tender offers is as stated in T1.1: TENDER NOTICE AND INVITATION TO TENDER.</p> <p>It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date and time and at the correct location as the Employer will not take responsibility for any wrong delivery.</p>
<p>C.2.16 C.2.16.1</p>	<p>Tender offer validity</p> <p>The tender offer validity period is 90 days.</p>
<p>C.2.17</p>	<p>Clarification of tender offer after submission</p> <p><i>Add the following:</i></p> <p>Any clarification requested by the Employer must be provided within the time period as stated in the Employer's written request.</p>
<p>C.2.23</p>	<p>Certificates</p> <p>The tenderer is required to submit with his tender all certificates as required for in T1.2: TENDER DATA and T2.2: RETURNABLE SCHEDULES.</p>
<p>C.3</p>	<p>The Employer's undertakings</p>
<p>C.3.1</p>	<p>Respond to requests from the tenderer</p> <p>The Employer shall respond to clarifications received up to seven (7) working days before the tender closing time stated.</p>
<p>C.3.2</p>	<p>Issue Addenda</p> <p>The Employer shall issue addenda until five (5) working days before the tender closing time stated.</p>

Clause Number	Tender Data
	<p><i>Add the following:</i></p> <p>Addenda issued by the Employer (if any) shall be available for download on the Eastern Cape Department of Transport website www.ectransport.gov.za only.</p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail or facsimile or registered post or making available via download.</p>
<p>C.3.4</p> <p>C.3.4.2</p>	<p>Opening of tender submissions</p> <p><i>Delete the contents of C.3.4.2 and replace with the following:</i></p> <p>After the tender closing time the Employer’s Supply Chain Management officials shall open submitted tender offers. Thereafter the Employer shall make available via download on the Eastern Cape Department of Transport website www.ectransport.gov.za the names of each tenderer whose tender offer was opened and, where applicable, the total price offered.</p>
<p>C.3.7</p>	<p>Grounds for rejection and disqualification</p> <p><i>Add the following:</i></p> <p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) calendar days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding ten (10) years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>
<p>C.3.8</p> <p>C.3.8.2</p>	<p>Test for responsiveness</p> <p><i>Add the following after C.3.8.2 c):</i></p> <p>d) affect the evaluation of a material responsiveness criteria.</p>
<p>C.3.9</p> <p>C.3.9.5</p>	<p>Arithmetical errors, omissions and discrepancies</p> <p><i>Amend the heading to read “Arithmetical errors, omissions, discrepancies and imbalanced rates or lump sums”</i></p> <p><i>Add the following after C.3.9.4:</i></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be imbalanced to it:</p> <ol style="list-style-type: none"> a) because they are not priced, b) either excessively low or high, c) or not in proper balance with other rates or lump sums of a similar nature, <p>The tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to.</p>

Clause Number	Tender Data								
	<p>If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.</p>								
C.3.11	Evaluation of tender offers								
C.3.11.1	General								
C.3.11.2	<p>The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p> <p>Price and Preference Method</p> <p>Reduce each responsive tender offer to a comparative price and preference by:</p> <ol style="list-style-type: none"> Scoring tender evaluation points for price in terms of C.3.11.4. Scoring tender evaluation points for preference in terms of C.3.11.5. Add the tender evaluation points for price and preference. <p>The procedure for the evaluation of responsive tenders is Price and Preference.</p> <table border="1" data-bbox="359 1310 1212 1467"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points (per point system)</th> </tr> </thead> <tbody> <tr> <td>Price component</td> <td>90</td> </tr> <tr> <td>Preference component</td> <td>10</td> </tr> <tr> <td>Total evaluation points</td> <td>100</td> </tr> </tbody> </table> <p>C.3.11.2.1 The 80/20 evaluation points system: Is applicable where financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R 50 000 000.00.</p> <p>C.3.11.2.2 The 90/10 evaluation points system: Is applicable where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R 50 000 000.00.</p> <p>C.3.11.2.3 Rank tender offers from highest number of total tender evaluation points to the lowest.</p> <p>C.3.11.2.4 Recommend the tenderer with the highest number of total tender evaluation points for award of a contract, unless there are compelling and justifiable reasons not to do so.</p> <p>C.3.11.2.5 Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of total tender evaluation points and</p>		Maximum number of tender evaluation points (per point system)	Price component	90	Preference component	10	Total evaluation points	100
	Maximum number of tender evaluation points (per point system)								
Price component	90								
Preference component	10								
Total evaluation points	100								

Clause Number	Tender Data
<p>C.3.11.3</p> <p>Decimal places</p> <p>C.3.11.4</p> <p>Scoring Price</p>	<p>recommend the tenderer with the highest number of total tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out herein shall be repeated.</p> <p>Score price and preference tender evaluation points, as relevant, to two decimal places.</p> <p>Score price tender evaluation points of responsive tender offers, using the following formula</p> $N_{FO} = W_1 \times \left[1 - \left\{ \frac{(P - P_m)}{P_m} \right\} \right]$ <p>N_{FO} is the number of tender evaluation points awarded for price.</p>
<p>C.3.11.5</p> <p>Scoring preference</p> <p>C.3.11.5.1</p> <p>C.3.11.5.2</p>	<p>W_1 is the maximum possible number of tender evaluation points for price as stated in the tender data.</p> <p>P is the comparative price of the tender offer under consideration.</p> <p>P_m is the lowest comparative price</p> <p>Preference tender evaluation points are awarded to responsive tenderers in accordance with the tenderer's eligible B-BBEE status level of contributor and locality.</p> <p>Confirm that responsive tenderers are eligible for the preferences claimed in accordance with the following provisions:</p> <ol style="list-style-type: none"> a) A tenderer's scorecard shall be measured in terms the latest amended Construction Sector Code in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003) as amended by the B-BBEE Act 46 of 2013 as issued by the Department of Trade and Industry; and b) The Scorecard shall be submitted as a certificate attached to returnable schedule SBD6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017; and c) The certificate shall: <ol style="list-style-type: none"> i) be an original or an original certified copy of the original; and ii) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or iii) have been issued by a registered auditor approved by the Independent iv) be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise (EME); and d) The Verification Certificate must be valid at the tender closing date; and e) The date of issue of the certificate must be less than twelve (12) months prior to the tender closing date; and f) Compliance with any other information requested to be attached to returnable schedule SBD6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017; g) If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and

Clause Number	Tender Data																					
<p>C.3.11.5.3</p> <p>C.3.11.5.4</p>	<p>h) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference; and</p> <p>i) In the case of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.</p> <p>Reject all claims for preferences where tenderers are not eligible for such preferences in terms of C.3.11.5.2.</p> <p>Calculate the total number of tender evaluation points for preference claimed in accordance with the following provisions.</p> <p>Scoring preference is based on a tenderer's scorecard measured in terms the latest amended Construction Sector Code in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003) as amended by the B-BBEE Act 46 of 2013 as issued by the Department of Trade and Industry and eligibility for preference points provisions</p>																					
	<p>The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$ <u>Scoring financial offers</u> The value of W_1 is: 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000.00</p> <p>The value of A will be calculated utilising Formula</p> $A = [1 - (P - P_m) / P_m]$ <p>Where P is the comparative offer of the tender offer under consideration and P_m is the comparative offer of the most favourable comparative offer.</p> <p>In the event that the calculated value is negative, the allocated score shall be zero (0).</p> <p>Scoring preferences (max-10 points)</p> <p>The points for specific goals will be distributed as per the table below.</p> <table border="1" data-bbox="368 1391 1481 2022"> <thead> <tr> <th colspan="3" data-bbox="368 1391 1481 1458">PREFERENTIAL SPECIFIC GOALS POINTS TABLE</th> </tr> <tr> <th data-bbox="368 1458 919 1608">The specific goals allocated points in terms of this tender</th> <th data-bbox="919 1458 1187 1608">Number of points allocated (90/10 system)</th> <th data-bbox="1187 1458 1481 1608">Number of points claimed (90/10 system)</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="368 1608 1481 1675">Specific Goals:</td> </tr> <tr> <td data-bbox="368 1675 919 1765">Black ownership</td> <td data-bbox="919 1675 1187 1765">2.5</td> <td data-bbox="1187 1675 1481 1765">% ownership as per CIPC / CSD</td> </tr> <tr> <td data-bbox="368 1765 919 1854">Woman ownership</td> <td data-bbox="919 1765 1187 1854">2.5</td> <td data-bbox="1187 1765 1481 1854">% ownership as per CIPC / CSD</td> </tr> <tr> <td colspan="3" data-bbox="368 1854 1481 1921">Locality: -</td> </tr> <tr> <td data-bbox="368 1921 919 2022">(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)</td> <td data-bbox="919 1921 1187 2022">5</td> <td data-bbox="1187 1921 1481 2022"></td> </tr> </tbody> </table>	PREFERENTIAL SPECIFIC GOALS POINTS TABLE			The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system)	Specific Goals:			Black ownership	2.5	% ownership as per CIPC / CSD	Woman ownership	2.5	% ownership as per CIPC / CSD	Locality: -			(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5	
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The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system)																				
Specific Goals:																						
Black ownership	2.5	% ownership as per CIPC / CSD																				
Woman ownership	2.5	% ownership as per CIPC / CSD																				
Locality: -																						
(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5																					

Clause Number	Tender Data		
	(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	3	
	(c) Outside Eastern Cape no satellite office in Eastern Cape:	1	
C.3.11.6	<p>Historically Disadvantaged Individual (HDI): Black Ownership (max= 5 points)</p> <p>Central Supplier Database (CSD) report will be used.</p> <p>To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max.</p> $SGP = \frac{\%BOE (CIPC/ CSD)}{100} \times MHDI(Max = 2.5)$ <p>SGP= Specific goals points MHDI= Maximum points for Historical disadvantaged individuals BO = Black Ownership Equity NB: Calculation of the specific goals points for a Joint Venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.</p> <p><input type="checkbox"/> Historically Disadvantaged Individual (HDI): Black Ownership</p> <p>Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections Central Supplier Database (CSD) report will be used.</p> <p>It is the onus of the bidder to provide proof of ownership equity status</p> <p><input type="checkbox"/> Locality:</p> <p>Locality shall mean' Fully functional office within the Province of the Eastern Cape. Satellite shall mean an office with minimum staff of not more than 3 personnel running the office on fulltime. Locality Points will be allocated for proof of local office operations in Eastern Cape. The primary address on CSD and proof of ownership under the bidding company will be used for choice Locality.</p> <p>Risk Analysis</p> <p>Notwithstanding compliance regarding C2.1 or any other requirements of the tender, the Employer will perform a risk analysis of at least the top five (5) responsive tenderers with the highest number of total tender evaluation points in respect of the following:</p> <p>a) Assessment of the reasonableness of the financial offer in relation to the scope of works, including evaluation of the tenderer's financial capacity and sustainability. This may include, inter alia:</p> <p>Audited annual financial statements; Bank ratings and/or financial references; Bank cash flow projections and funding arrangements.</p>		

Clause Number	Tender Data
	<p>b) reasonableness of tendered item rates and lump sums</p> <p>c) the previous and the current contracts performance of the responsive bidders will be used to draw a conclusion to determine the acceptability of the tender offer. The Department reserves the right to consider other similar contracts undertaken by the prospective bidder that do not form part of this proposal.</p> <p>d) The risk analysis will not be limited to a-c above, should there be required information deemed necessary for finalisation of the award, the department will therefore request the information within the time frames stipulated in the tender document.</p> <p>The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.</p>
C.3.13	<p>Acceptance of tender offer</p> <p><i>Add the following after C.3.13 f):</i></p> <p>g) the tenderer is responsive in terms of all conditions and specifications of the Conditions of Tender,</p> <p>h) the tenderer, in case of a joint venture (JV) entity, is registered on the Central Supplier Database at National Treasury as the JV entity,</p> <p>i) the tenderer is tax compliant in terms of SARS and maintain compliance throughout the duration and awarding of the contract.</p> <p>If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).</p>
C.3.16	<p>Registration of the award</p> <p><i>Delete and replace with the following:</i></p> <p>The Employer shall, after acceptance of the tender offer in writing, register and publish the award in terms of the Employer's Supply Chain Management Policy.</p>
C.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

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PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

<p>TENDER PART T2: RETURNABLE DOCUMENTS</p>

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 THE TENDERER MUST COMPLETE THE FOLLOWING RETURNABLE SCHEDULES IN NON-ERASABLE BLACK INK

SCHEDULE	DESCRIPTION	i) CHECKLIST
SBD 1	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	Y <input type="checkbox"/> / N <input type="checkbox"/>
A	CERTIFICATE OF CONFIRMATION THAT THE TENDERER ATTENDED THE CLARIFICATION BRIEFING	Y <input type="checkbox"/> / N <input type="checkbox"/>
B	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Y <input type="checkbox"/> / N <input type="checkbox"/>
C	REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	Y <input type="checkbox"/> / N <input type="checkbox"/>
D	DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT	Y <input type="checkbox"/> / N <input type="checkbox"/>
E	JOINT VENTURE AGREEMENT DISCLOSURE (if applicable)	Y <input type="checkbox"/> / N <input type="checkbox"/>
E(A)	CERTIFICATE OF SINGLE TENDER SUBMISSION FOR JV MEMBERS (if applicable)	Y <input type="checkbox"/> / N <input type="checkbox"/>
F	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Y <input type="checkbox"/> / N <input type="checkbox"/>
G	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	Y <input type="checkbox"/> / N <input type="checkbox"/>
H	DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014	Y <input type="checkbox"/> / N <input type="checkbox"/>
I	RECORD OF ADDENDA TO TENDER DOCUMENTS	Y <input type="checkbox"/> / N <input type="checkbox"/>
J	CONTRACTOR'S ESTABLISHMENT ON SITE	Y <input type="checkbox"/> / N <input type="checkbox"/>
K	RATES FOR SPECIAL MATERIALS	Y <input type="checkbox"/> / N <input type="checkbox"/>
L	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	Y <input type="checkbox"/> / N <input type="checkbox"/>
M	TENDERER'S PROPOSED SUBCONTRACTORS (excluding targeted subcontractors)	Y <input type="checkbox"/> / N <input type="checkbox"/>
N	COMPULSORY ENTERPRISE QUESTIONNAIRE	Y <input type="checkbox"/> / N <input type="checkbox"/>
O	CERTIFICATE OF TAX COMPLIANCE	Y <input type="checkbox"/> / N <input type="checkbox"/>
P	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	Y <input type="checkbox"/> / N <input type="checkbox"/>

SCHEDULE	DESCRIPTION	i) CHECKLIST
R	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 4	DECLARATION OF INTEREST	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (including guidance document for the calculation of local content)	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 9	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	Y <input type="checkbox"/> / N <input type="checkbox"/>

T2.1.2 OTHER PARTS OF THE DOCUMENT TO BE COMPLETED AS PART OF THE TENDER SUBMISSION

C1.1.1 Form of Offer

C1.2 Contract Data (Part 2: Data Provided by the Contractor)

C2.2 Pricing Schedules

- NOTES TO TENDERER

- (a) Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury and Eastern Cape Department of Transport requirements.
- (b) Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
- (c) Tenderers shall note that their signature appended to each returnable schedule represents a declaration that they vouch for the accuracy and correctness of the information provided.
- (d) Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable schedules and / or supporting documentation is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event:
 - (i) the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified in terms of the Conditions of Tender and as to why the Employer should not apply any other measures available;
 - (ii) if the Employer has already entered into a contract with the tenderer, the Employer has the discretionary right under the Conditions of Contract to terminate the contract.
- (f) All supporting documentation and certificates shall be securely attached to the applicable returnable schedules. It is the responsibility of the tenderer to ensure no loose or unsecure pages are present in the submitted tender which may render the tender non-responsive.
- (e) Where the space provided in the bound tender document is insufficient the tenderer may, after giving written notice to the Employer, may draw up separate schedules in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender. All such schedules must be signed and clearly marked as appendices

The Tender – Part 2 – Returnable Documents

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to the relevant returnable schedules. The Employer does not take any responsibility for any separate schedules lost during the tender evaluation process.

PROVINCE OF THE EASTERN CAPE

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REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

T2.2: RETURNABLE SCHEDULES

SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT					
BID NUMBER:	SCMU10-25/26-0022	CLOSING DATE:	21 April 2026	CLOSING TIME:	11H00
DESCRIPTION	REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Eastern Cape Department of Transport					
32 Cowan Close, Flemming Street					
Room C1, Stellenbosch Park Building					
Schornville, King Williams Town, 5601					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr P Nqikashe		CONTACT PERSON	Mr Bright Mbizi	
TELEPHONE NUMBER	(067) 419-8001		TELEPHONE NUMBER	(076) 633 8875	
FACSIMILE NUMBER	Not available		FACSIMILE NUMBER	Not available	
E-MAIL ADDRESS	Philasande.Nqikashe@ectransport.gov.za		E-MAIL ADDRESS	mbizib@kairosconsulting.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

SBD 1

PART B – TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS FROM THE POINT OF AWARD OF CONTRACT AND THROUGHOUT THE CONTRACT DURATION.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

The Tender – Part 2 – Returnable Documents

.....
SIGNED BY TENDERER:

A: CERTIFICATE OF CONFIRMATION THAT THE TENDERER ATTENDED THE COMPULSORY CLARIFICATION BRIEFING
--

Note to tenderer:

- The tenderer will be required to complete this certificate to certify that the tender has attended the clarification briefing meeting, in addition the tenderers representative will be required to fill the attendance register of the clarification briefing meeting.**

This is to certify that I,

representative of (insert name of tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

E-mail

Attended the clarification briefing presentation provided for by the Employer as part of this tender documentation.

TENDERER'S REPRESENTATIVE
Signature Date

B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching, to the returnable schedule, on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out authority for signatory.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
4. Compliance with the requirements of this returnable schedule is deemed a material responsiveness criteria.

- **EXAMPLE BELOW:**

By resolution of the board of directors passed at a meeting held on

Mr/Ms

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for **SCMU10-21/22-00XX** and any contract that may arise therefrom on behalf of

.....
(name of tenderer in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:
SIGNATURE SIGNATURE

.....
NAME (PRINT) NAME (PRINT)

C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Notes to tenderer:

1. The tenderer shall attach to this returnable schedule a printed copy of the Active Contractor's Listing off the Construction Industry Development Board (CIDB) website (www.cidb.org.za).
2. Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration.
3. In the case of a joint venture (JV):
 - (a) a printed copy of the Active Contractor's Listing must be provided for each member of the JV; and
 - (b) a signed copy of the JV Agreement must be attached to returnable schedule G: JOINT VENTURE DISCLOSURE

- IN CASE OF SINGLE TENDERING ENTITY:

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

- IN CASE OF A JOINT VENTURE:

Lead member if Joint Venture

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

Other member(s) of Joint Venture

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

(Attached additional pages if more space is required.)

TENDERER'S REPRESENTATIVE

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Signature

Date

D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER (including TABLE A of this schedule)

Notes to tenderer:

1. The tenderer must provide, in **TABLE A** of this returnable schedule, information of similar project(s) completed by the tenderer as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
2. For each similar project listed by the tenderer in **TABLE A**, the tenderer must attach:
 - a) the **COMPLETION CERTIFICATE** of the project; and
 - b) a completed and signed returnable schedule **D(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM**.
3. The tenderer shall indicate in **TABLE A**, were applicable, if the similar project was completed as:
 - a) a principal contractor (PC)
 - b) a joint venture (JV) member
4. The tenderer must only list defined similar project(s) completed in **TABLE A** provided. **DO NOT** attach a separate list of projects; and **DO NOT** include projects which are not defined as similar project.
5. The information supplied by the tenderer in **TABLE A** and attached supporting documentation [similar project completed verification form(s) and completion certificate(s)] to this returnable schedule will be deemed material to the responsiveness and the Employer' s risk analysis of the tender offer.

SIGNED BY TENDERER:

TABLE A: LIST OF SIMILAR PROJECTS COMPLETED FOR RETURNABLE SCHEDULE D

CONTRACT NAME AND CONTRACT NUMBER	EMPLOYER	WORK DONE AS A (tick applicable box)	SHORT DESCRIPTION OF WORKS COMPLETED	DURATION OF WORKS (months)	VALUE OF WORKS COMPLETED (incl. VAT)	COMPLETION DATE (mm/yyyy)
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				

SIGNED BY TENDERER:

D(A): SIMILAR PROJECT(S) COMPLETED VERIFICATION FORM (one verification form required for each listed project)

SIMILAR PROJECT VERIFICATION FORM (QUETIONNAIRE)

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

NAME OF TENDERER:

VERIFICATION OF TENDERER’S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER

(Note: Verification by Consulting Engineer or Employer in terms of the contract for the indicated similar project)

CONTRACT NO.:

CONTRACT NAME:

EMPLOYER:

CONTRACTOR:

CONSULTING ENGINEER:

VALUE OF WORKS AT COMPLETION (INCL. VAT): R

MONTH/YEAR COMPLETED:

In terms of this Tender a similar project is defined as:

A bituminous surfaced road upgrading or rehabilitation project(s) completed in the past five (10) years to the value of at least R 150 million, located within the SADC (South African Development Community) region, which included as a minimum the following:

- In-situ rehabilitation of existing pavement layerworks (localised rehabilitation does not qualify) and / or construction of a new pavement base layer
- Seal work using a seal, double or cape seal treatment, or asphalt surfacing
- Accommodation of traffic by means of half-width construction
- Targeted subcontractor management / development.

1. Was a certificate of completion, in terms of the condition of contract, issued to the contractor?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If NO, please state reasons:

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

CONTINUE TO NEXT PAGE

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER

2. Was the project located within the SADC (South African Development Community) region?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

3. Was the value of the Works, completed by the Tenderer (then Contractor) more or equal (≥) R 150 million (incl. VAT)

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

If NO, please write value below

R

4. Did the project include the following works and was the Tenderer (then Contractor) involved with said works?

4.1 Rehabilitation of pavement layerworks

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.2 Construction on new pavement base layers

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.3 Seal work using double seal or asphalt

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.4 Stormwater drainage (major and minor culverts)

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.5 Targeted subcontractor management / development

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

Details of respondent:

Verification information supplied by:
(state name & surname)

Designation on Project:

Company:

Signature: Date:

Contact Details:

Tel No.:

Email:

Company Stamp:

(Please return both pages to Tenderer for submission with his Tender)

E: TENDERER'S KEY PERSONNEL (including TABLES A and B of this schedule)

Notes to tenderer:

1. The tenderer must provide, in **TABLES A and B** of this returnable schedule, required information of the tenderer's key personnel as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
2. For key personnel listed by the tenderer in **TABLES A and B**, the tenderer must attach:
 - a) proof of required professional registration with the specified professional body and that the professional registration is currently active.
 - b) if the key personnel listed by the tenderer is not currently in the employment of the tenderer, provide letter of intent as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
3. TABLES A and B provides space for the tenderer to provide details of the key personnel and define experience required, as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
4. The information supplied by the tenderer in **TABLE A and B** and attached supporting documentation [proof of professional registration and letter of intent (if applicable)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

TABLE A: TENDERER'S KEY PERSONNEL (CONSTRUCTION MANAGER) FOR RETURNABLE SCHEDULE E

NAME	KEY POSITION	ECSA Reg No.	ECSA Category	SACPCMP Reg No.	SACPCMP Category	CURRENT EMPLOYMENT BY TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
	CONSTRUCTION MANAGER						
List only applicable information relevant to the type and duration of experience required (Start with latest experience)							
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	VALUE OF PROJECT AND DURATION ON PROJECT	VALUE OF PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

SIGNED BY TENDERER:

TABLE B: TENDERER'S KEY PERSONNEL (CONSTRUCTION HEALTH AND SAFETY OFFICER) FOR RETURNABLE SCHEDULE E

NAME	KEY POSITION	SACPCMP Reg No.	SACPCMP Category	CURRENT EMPLOYMENT BY TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)	
	CONSTRUCTION HEALTH AND SAFETY OFFICER					
List only applicable information relevant to the type and duration of experience required (Start with latest experience)						
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	VALUE OF PROJECT AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONATCT PERSON AND FIRM	CONTACT NO.

SIGNED BY TENDERER:

F: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT

Notes to tenderer:

- 1. This certificate serves as a declaration by the tenderer, that he/she is able to provide, either by means of his own construction equipment or ability to hire construction equipment from others, construction equipment exclusively intended for the execution of the works as specified in the tender document.
- 2. The information supplied by the tenderer, in terms of the returnable schedule will be deemed material in terms of the Employer's evaluation if the tenderer can be considered for a contract in terms of this tender.
- 3. Compliance with C.2.1.4.5 OF T1.2: TENDER DATA and this returnable schedule is deemed a material responsiveness criteria.

DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT

..... (name of tenderer) hereby declare the following:

- 1. The tenderer has available, either by means of his own construction equipment or ability to hire construction equipment from others, construction equipment exclusively intended for the execution and successful completion of the works as specified in the tender documentation.
- 2. In addition, the tenderer has available the following project specific construction equipment:
 - (a) Special-purpose recycling machine fitted for bitumen emulsion application, as specified in subclause B3511(a) of SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE COLTO STANDARD SPECIFICATIONS; and
 - (b) Self-propelled chip spreader.

by (name of tenderer's representative)

(signature of tenderer's representative)

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:
SIGNATURE

.....
NAME (PRINT)

WITNESS:
SIGNATURE

.....
NAME (PRINT)

G: JOINT VENTURE AGREEMENT DISCLOSURE (if applicable)

Notes to tenderer:

1. If submitting a tender offer as a joint venture (JV), attach a signed copy of the JV Agreement duly signed by all members, to this returnable schedule.
2. The percentage (%) shareholding as well as the participation details of each member shall be clearly stated.
3. In case of a JV please note additional requirements in terms of Returnable Schedules:

- B: CERTIFICATE OF AUTHORITY FOR SIGNATORY
- C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
- G(A) CERTIFICATE OF SINGLE TENDER SUBMISSION FOR JV MEMBERS
- H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
- I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
- J: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014
- N: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS
- P: COMPULSORY ENTERPRISE QUESTIONNAIRE
- Q: CERTIFICATE OF TAX COMPLIANCE
- R: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION
- SBD 4: DECLARATION OF INTEREST
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
- SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

G(A): CERTIFICATE OF SINGLE TENDER SUBMISSION FOR JV MEMBERS (if applicable)

Notes to tenderer:

- 1. This certificate serves as a declaration by the tenderer’s Joint Venture (JV) member that a single tender was submitted.**
- 2. In the case of a Joint Venture (JV) a separate certificate is to be completed and submitted by each JV member.**
- 3. One (1) completed certificate required for each Joint Venture and attached to returnable schedule G: JOINT VENTURE AGREEMENT DISCLOSURE, if applicable.**
- 4. Compliance with the requirements of this returnable schedule is deemed a material responsiveness criteria if the tenderer submits a tender offer as a Joint Venture (JV).**

DECLARATION

I, the undersigned,

in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the notes to, and the contents of, this certificate.
2. Joint Venture member name:
3. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, include a Joint Venture member participating in more the one (1) tender for this project.

SIGNATURE:

DATE:

NAME:

POSITION:

TENDERER’S REPRESENTATIVE
Signature Date

H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Notes to tenderer:

1. The tenderer must be registered the National Treasury Central Supplier Database and tax status must be compliant, in terms of National Treasury requirements, prior to acceptance of a tender offer.
2. The tenderer shall complete this returnable schedule and attach a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.go.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13 b) of the Standard Conditions of Tender, of the tender offer.

- IN CASE OF SINGLE TENDERING ENTITY:

Name of Supplier:

Central Supplier Database Supplier Number:

- IN CASE OF A JOINT VENTURE:

Lead member if Joint Venture

Name of Supplier:

Central Supplier Database Supplier Number:

Other member(s) of Joint Venture

Name of Supplier:

Central Supplier Database Supplier Number:

Name of Supplier:

Central Supplier Database Supplier Number:

(Attached additional pages if more space is required.)

TENDERER'S REPRESENTATIVE
Signature Date

I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Notes to tenderer:

1. This certificate serves as a declaration by the tenderer that a tender offer was submitted in respect of compliance with labour legislation.
2. The tenderer must be registered with the Bargaining Council for the Civil Engineering Industry (BCCEI).
3. The tender must attach to this returnable schedule proof of registration with applicable Bargaining Council. In case of a joint venture (JV) each member of the JV must attach proof of registration.
4. The tenderer's declaration in terms of this returnable schedule and information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.11.6 of T1.2: TENDER DATA, of the tender offer.
5. Compliance with C.2.1.4.7 OF T1.2: TENDER DATA and this returnable schedule is deemed a material responsiveness criteria.

DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

..... (name of tenderer) hereby declare the following:

1. The tenderer and his subcontractors shall be registered with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** prior to acceptance of the tender offer.
2. The tenderer and his subcontractors shall apply the rates for wages and conditions of labour agreed by the **Bargaining Council for the Civil Engineering Industry (BCCEI)**.
3. The tenderer has included in the tendered rates and lump sums of the completed Pricing Schedules for all labour costs related to the rates for wages and conditions of labour agreed by the **Bargaining Council for the Civil Engineering Industry (BCCEI)**.

by (name of tenderer's representative)

(signature of tenderer's representative)

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:
SIGNATURE

.....
NAME (PRINT)

WITNESS:
SIGNATURE

.....
NAME (PRINT)

J: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

Notes to tenderer:

1. **This certificate serves as a declaration by the tenderer in respect of fulfilment of the Occupational Health and Safety Act, 1993 and Construction Regulations, 2014 as well as COID Act, 1993. Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that may result from this tender on the ground that it has been rendered invalid by the tenderer’s misrepresentation.**
2. **The tenderer shall attach to this returnable schedule evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993). In the event of a tender submission by a joint venture each member of the joint venture is required to attach evidence to the returnable schedule.**
3. **The tenderer’s declaration in terms of this returnable schedule and information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer’s risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.**

DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 7(1)(a) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person as in Construction Regulations 2014

“Competent person” means a person who:

- (a) has in respect in the work or the task to be performed the required knowledge, training and experience and, where applicable, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and with the applicable regulations made under the Act.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the OHS Act and Regulations and that my Company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

Signature :..... : Name :

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

See the Baseline Hazard Identification and Risk Assessment contained in Part C3.3 of the Scope of Work.

6. I have fully included in my tender rates and prices (in the appropriate payment items provided in the Pricing Schedules) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects liability period. (Tick)

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

Signature : Name :

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:
SIGNATURE

.....
NAME (PRINT)

WITNESS:
SIGNATURE

.....
NAME (PRINT)

K: RECORD OF ADDENDA TO TENDER DOCUMENTS

Note to tenderer:

- If an addendum containing material amendments is not incorporated by the tenderer in his tender offer, the tender will be declared non-responsive.**

We confirm that the following addenda issued by the Employer on the **Eastern Cape Department of Transport** website www.ectransport.gov.za, before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
- 1.		
- 2.		
- 3.		
- 4.		
- 5.		
- 6.		
- 7.		
- 8.		
- 9.		
- 10.		
- 11.		
- 12.		

(Attach additional pages if required.)

TENDERER'S REPRESENTATIVE
 Signature Date

L: CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item B13.01 The contractor's obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c)(i) & (ii) Time-related obligations

exceed a maximum of **15%** of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the pricing schedules, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT), **the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this returnable schedule.**

The Employer will duly consider these reasons but reserves the right to consider the tendered rates or lump sums to be imbalanced and to deal with them in terms of **CLAUSE C.3.9.5 OF T1.2: TENDER DATA.**

Total tender for Item B13.01 expressed as a percentage of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the pricing schedules, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT).....%

The information supplied by the tenderer in this returnable schedule and attached supporting documentation (if applicable) to this returnable schedule will be deemed material to the Employer's risk analysis of the tender offer.

TENDERER'S REPRESENTATIVE
Signature

.....
Date

M: RATES FOR SPECIAL MATERIALS

Notes to tenderer:

1. Each material dealt with as a special material in terms of CLAUSE 6.8.3 OF C1.2 CONTRACT DATE is stated by the Employer, in the table below.
2. If NO special materials are stated by the Employer, in the table below, then NO special materials are applicable to the tender.
3. Where special material is stated by the Employer, in the table below, the tenderer shall provide the unit (indicating whether the material will be delivered in bulk or in containers) and rate for such special materials.
4. Such rates and prices shall not include VAT but shall include all other obligatory taxes and levies.
5. Fuel, cement and lime is NOT classified as a special material for this tender and contract.
6. When called upon to do so by the Employer, the tenderer shall substantiate the tenderer special material rates and prices with acceptable documentary evidence.
7. Only special material, stated by the Employer, for which the tenderer has provided units, tendered rates and prices in the table below shall be carried forward to CLAUSE 6.8.3 OF C1.2 CONTRACT DATA (PART 2).

SPECIAL MATERIAL	UNIT	RATE
Bitumen – 70/100 penetration grade bitumen		
Bitumen – 50/70 penetration grade bitumen		

TENDERER'S REPRESENTATIVE
 Signature Date

N: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS
--

Notes to tenderer:

1. The tenderer is required to complete this returnable schedule and attach a letter (dated less than 3 months prior to the tender closing date) from the bank at which he declares he conducts his account.
2. In the event of a tender submission by a joint venture each member of the joint venture is required to complete a copy of this returnable schedule and attach a letter (dated less than 3 months prior to the tender closing date) from the bank at which he declares he conducts his account.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13 b) of the Standard Conditions of Tender, of the tender offer.

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:
.....

TENDERER'S REPRESENTATIVE
Signature Date

O: TENDERER'S PROPOSED SUBCONTRACTORS (excluding targeted subcontractors)

Project Title:		REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT				
Contract Number:		SCMU10-25/26-0022				
We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract, we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.						
	Name and address of proposed subcontractor (s)	BBBEE – level of subcontractor <i>(Proof must be submitted with the tender)</i>	Nature and extend of Work	Previous experience with subcontractor	Estimated R-value of subcontract works	Subcontracting % based on R-Value of total Bid price
1					R	_____ %
2					R	_____ %
3					R	_____ %
4					R	_____ %
5					R	_____ %
- TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS					R	_____ %

Signed:
(Signature of tenderer)

Date:

Name:
(Name of authorised signature)

Position:
(Position of authorised signature)

Name of tenderer:

This schedule will be read and apply in conjunction with the provisions of SBD 6.1, paragraph 7. **In the event that the total subcontracting exceeds 25% of the tender sum, a valid BBBEE-certificate must be submitted with the bid for each proposed sub-contractor.**

DO NOT INCLUDE TARGETED SUBCONTRACTOR(S) TO BE APPOINTED AS A CONDITION OF CONTRACT IN TERM OF THIS TENDER.

P: 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

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: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 7.2: The attached SBD6.2 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

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

- i) authorizes the Employer to verify Tax Compliance status from the South African Revenue Services or the Centralised Suppliers Database (CSD);
- 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
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Enterprise name:

Q: CERTIFICATE OF TAX COMPLIANCE

Notes to tenderer:

1. The tenderer is required to complete the declaration below.
2. In the event of a tender submission by a joint venture, each member of the joint venture is required to complete the declaration below.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13 b) of the Standard Conditions of Tender, of the tender offer.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that SARS may disclose to the **Eastern Cape Department of Transport** our tax compliance status.

For this purpose our unique security personal identification number (PIN) is

.....
SIGNATURE

.....
DATE

R: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

Notes to tenderer:

1. The tenderer is required to complete the declaration below.
2. In the event of a tender submission by a joint venture, each member of the joint venture is required to complete the declaration below.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13 b) of the Standard Conditions of Tender, of the tender offer.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that the Eastern Cape Department of Transport or any of their appointed Service Providers may

conduct a due diligence investigation on

..... (name of company)

to evaluate our ability to perform the contract as stipulated in C.3.13 b) of the Conditions of Tender.

In addition, any information in this regard requested by the **Eastern Cape Department of Transport** or any of their appointed Service Providers, shall be submitted within the timelines of the request.

.....
SIGNATURE

.....
DATE

S: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

Note to tenderer:

- 1. The tenderer’s attention is drawn to C.2.12 of T1.2: TENDER DATA that no alternative tender offers will be considered and C.3.8 of the Standard Conditions of Tender and T1.2: TENDER DATA regarding the Employer’s handling of material deviations and qualifications.**

Page Number	Clause / Item	Proposal

TENDERER’S REPRESENTATIVE

Signature

.....

Date

SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State, 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 tender (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting tender, 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 tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

the tenderer is employed by the State; and/or
the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender, 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 tender.

2. Definitions:

2.1 "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.

2.2 "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.

3. In case of a joint venture (JV), separate declaration of interest returnable schedule is to be completed and submitted by each JV member.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

4.1 Full Name of tenderer or his or her representative:

4.2 Identity Number:

4.3 Position occupied in the Company (director, trustee, shareholder):

4.4 Company Registration Number:

4.5 Tax Reference Number:

4.6 VAT Registration Number:

4.6.1 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 5 below.

4.7 Are you or any person connected with the tenderer presently employed by the State? **YES / NO**

4.7.1 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 tenderer is employed:.....

Position occupied in the State institution:

Any other particulars:

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

4.7.2 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**

4.7.2.1 If yes, did you attach proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

4.7.2.2 If no, furnish reasons for non-submission of such proof:

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

4.8 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**

4.8.1 If so, furnish particulars:

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

4.9 Do you, or any person connected with the tenderer, 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 tender? **YES / NO**

4.9.1 If so, furnish particulars.

.....
.....

SBD 4

4.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

4.10.1 If so, furnish particulars.

.....

.....

.....

4.11 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 tendering for this contract? **YES/NO**

4.11.1 If so, furnish particulars:

.....

.....

.....

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

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

6 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 4 and 5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF CLAUSE C.3.7 OF THE CONDITIONS OF TENDER SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 SPECIFIC GOALS

4.1

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

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system)
Specific Goals:		
Black ownership	2.5	% ownership as per CIPC / CSD
Woman ownership	2.5	% ownership as per CIPC / CSD
Locality: -		
(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5	
(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	3	

(c) Outside Eastern Cape no satellite office in Eastern Cape:	1	
---	---	--

Historically Disadvantaged Individual (HDI): Black Ownership (max= 5 points)

Central Supplier Database (CSD) report will be used.

To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%BOE (CIPC/ CSD)}{100} \times MUDI(Max = 2.5)$$

SGP= Specific goals points

MUDI= Maximum points for Historical disadvantaged individuals

BO = Black Ownership Equity

NB: Calculation of the specific goals points for a Joint Venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.

Historically Disadvantaged Individual (HDI): Black Ownership

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections

Central Supplier Database (CSD) report will be used.

It is the onus of the bidder to provide proof of ownership equity status

Locality:

Locality shall mean' Fully functional office within the Province of the Eastern Cape. Satellite shall mean an office with minimum staff of not more than 3 personnel running the office on fulltime.

Locality Points will be allocated for proof of local office operations in Eastern Cape. The primary address on CSD and proof of ownership under the bidding company will be used for choice Locality.

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number:

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDER(S)</p> <p>DATE</p> <p>ADDRESS</p> <p>.....</p>
--

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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. **A bid may be disqualified if this Declaration Certificate (SBD6.2) 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>
Steel value-added construction material products	
Joining/Connecting Components	100%
Frames	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural Pipework	100%
Gutters, downpipes & launders	100%
Primary steel construction material products	
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated coils	100%
WireRod and Drawn Wire	100%
Sections (Channels, Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%
Cement	
CEM I	100%
CEM II	100%
CEM III	100%
CEM IV	100%
CEM V	100%
Masonry cement	100%

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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.

SBD 6.2

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti 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.thdti.gov.za/industrialdevelopment/ip.jsp>. 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 4.1 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 4.1 above and the information contained in Declaration D and E.

SBD 6.2

- (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: _____ **DATE:** _____

WITNESS No. _____ **DATE:** _____

WITNESS No. _____ **DATE:** _____

NOTES TO TENDERER

**REFER TO SBD 6.2 ANNEXURES C, D & C
PROVIDED FOR AS AN MS EXCEL SPREADSHEET WITH THIS
DOCUMENT.**

**COMPLETE, PRINT, SIGN WERE APPLICABLE AND ATTACHED TO
THIS PAGE.**

- **GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT**

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

- **2. GENERAL**

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:
a written guideline; and
three declarations that must be completed:

Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);

Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and

Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

- **NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:
products imported directly by the tenderer; and
products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components /materials/ services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

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Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

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Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

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D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

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D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

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D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration - Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

The Tender – Part 2 – Returnable Documents

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. The declaration:
 - (a) must form part of all tenders submitted.
 - (b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV.

2. This returnable schedule 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 tender of any tenderer may be disregarded if that tenderer 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 G

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

ITEM	QUESTION	RESPONSE	
4.1	Is the tenderer 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 tenderer 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 (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 tenderer 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 tenderer 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:		

ITEM	QUESTION	RESPONSE

SBD 8

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 tenderer

SBD 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. The certificate:
 - (a) must form part of all bids¹ submitted.
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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

<p style="text-align: center;">CONTRACT PART C1: AGREEMENTS AND CONTRACT DATA</p>

- C1.1 FORM OF OFFER AND ACCEPTANCE**
- C1.2 CONTRACT DATA (PARTS 1 AND 2)**
- C1.3 PERFORMANCE GUARANTEE (PRO FORMA)**
- C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**
- C1.5 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT**
- C1.6 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT**

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

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

**SCMU10-25/26-0022
REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT**

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

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

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

.....
.....
.....Rand (in words); R.....(in figures).

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

OFFER SIGNATURE BLOCK	
For the Tenderer:	
Signature:	Name:
Capacity:.....	
Name and address of Tenderer:	
.....	
Signature of witness:	Name:
Date:	

C1.1.2 FORM OF ACCEPTANCE

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

The terms of the contract, are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing data

Part C3: Scope of Work

Part C4: Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

ACCEPTANCE SIGNATURE BLOCK	
For the Employer:	
Signature:	Name:
Capacity:.....	
Name and address of Employer: Eastern Cape Department of Transport Private Bag X0023 Bhisho 5605	
Signature of witness:	Name:
Date:	

C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject
	Details
2	Subject
	Details
3	Subject
	Details
4	Subject
	Details
5	Subject
	Details

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

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

SCHEDULE OF DEVIATIONS SIGNATURE BLOCK

For the Tenderer:

Signature: Name:

Capacity:.....

Name and address of Tenderer:
.....

Signature and name of witness:

Signature: Name:

Date:

For the Employer:

Signature: Name:

Capacity:.....

Name and address of Employer:
Eastern Cape Department of Transport
Private Bag X0023
Bhisho
5605

Signature of witness: Name:

Date:

C1.1.4 CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0022

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

C1.2: CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract.

The GCC2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the GCC2015.

The GCC2015 shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the GCC2015 to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions, or omissions, referring to the GCC2015 are applicable to this Contract.

Clause	Contract Data
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is twenty six (26) months inclusive of special non-working days referred to in Clause 5.8.1 and 2 months start-up period.
1.1.1.15	The name of the Employer is Eastern Cape Department of Transport, represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.
1.1.1.16	The name of the Employer's Agent is Kairos Consulting Engineers (Pty) Ltd, acting through director, an associate or an official authorised thereto in writing.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract
1.1.1.35	<i>Add the following Clause after Clause 1.1.1.34:</i> "Value of Works" means the value of Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments (if applicable).
1.1.1.36	<i>Add the following Clause after Clause 1.1.1.35:</i> "Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to

Clause	Contract Data
	time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: 32 Cowan Close, Flemming Street Stellenbosch Park Building Schornville King Williams Town, 5601</p> <p>Postal address: Private Bag X0023 Bhisho, 5605</p> <p>E-mail address: Naun.Chingura@ectransport.gov.za</p> <p>Tel number: (076) 094 3702</p> <p>Fax number: Not available</p>
1.2.1.2	<p>The address of the Employer's Agent's is:</p> <p>Physical address: 10 Morris Street West Rivonia Sandton Gauteng, 2191</p> <p>E-mail address: mbizib@kairosengineers.co.za</p> <p>Tel number: (076) 633 8875</p>
1.3.7	<p><i>Add the following Clause after Clause 1.3.6:</i></p> <p>All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
2.4.1	<p><i>Add the following to Clause 2.4.1:</i></p> <p>In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> 1. a) the Form of Offer and Acceptance 2. b) the Contract Specific Data within the Contract Data 3. c) the General Conditions of Contract [GCC2015] 4. d) the Scope of Work 5. e) the Site Information

Clause	Contract Data
	<p>6. f) the Drawings</p> <p>7. g) the Pricing Data</p> <p>8. h) the conditions of tender, the tender data and tender schedules</p>
3.2.3	<p>The Employer's Agent shall obtain specific written approval from the Employer before carrying out any of his functions or duties according to the following Clauses of the General Condition of Contract or Contract Data:</p> <p>9. a) Clause 3.3.1 Nominating the Employer's Agent's Representative</p> <p>10. b) Clause 4.7.1 The issuing of instruction for dealing with fossils and the like</p> <p>11. c) Clause 5.12.4 The issuing of instruction to accelerate the rate of progress instead of extension of time</p> <p>12. d) Clause 5.13.2 Reduction of penalty for delay</p> <p>13. e) Clause 6.3.1 Ordering of any variation that causes the contract price to exceed the contract sum</p> <p>14. f) Clause 6.8.4 Determination of additional or reduced costs arising from changes in legislation</p> <p>15. g) Clause 8.2.2.2 The issuing of instruction to repair or make good damages due expected risks</p> <p>16. h) Clause 10.1.5 Deliver a ruling on a Contractor's claim</p>
3.2.4	<i>Delete the last sentence of Clause 3.2.4</i>
3.3.6	<p><i>Add the following to Clause 3.3.6:</i></p> <p>The time limit for referring the matter to the Employer's Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's Representative</p>
4.3.3	<p><i>Add the following Clause after Clause 4.3.2:</i></p> <p>The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <p>17. a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>18. b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;</p> <p>19. c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p>

Clause	Contract Data
	<p>20. d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>21. e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p> <p>22. f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2014;</p> <ul style="list-style-type: none"> i) Acquaint himself with the requirements of the Employer's Health and Safety Specification as laid down in regulation 5(1)(b) of the Construction Regulations of 2014 and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in Construction Regulation 7(1)(a) of the Construction Regulations of 2014 for approval by the Employer or his assigned Agent. The Contractor's Health and Safety Plan and risk assessment shall be submitted to the Employer for approval within the specified number days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works; ii) The Employer, or his assigned Agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.
4.3.4	<p><i>Add the following Clause after Clause 4.3.3:</i></p> <p>The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) and all other relevant environmental Acts and regulations in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract.</p> <p>23. a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant environmental documentation relevant to this Contract, namely:</p> <ul style="list-style-type: none"> i) NEMA Authorisations for the Contract; ii) MPRDA authorisations for the Contract; iii) DAFF permits for the Contract; iv) DWS authorisations for the Contract; and v) DEDEAT approved EMPr.

Clause	Contract Data
	<p>24. b) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant environmental legislative provisions of the relevant Acts as listed in the Scope of Work;</p> <p>25. c) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the various environmental Acts and regulations will be fully complied with;</p> <p>26. d) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>27. e) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Environmental Method Statements held by the Contractor;</p> <p>28. f) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</p>
4.3.5	<p><i>Add the following Clause after Clause 4.3.4:</i></p> <p>The Contractor and his subcontractors shall be registered and in good standing with the Bargaining Council for the Civil Engineering Industry, in terms of the latest labour legislation, and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his subcontractors except where a specific industry publishes its own wage rates and conditions of labour.</p>
4.12.2	<p><i>Add the following to Clause 4.12.2:</i></p> <p>Employer's minimum requirements for approval of the Construction Manager:</p> <p>29. a) Must be in the employment of the Contractor; and</p> <p>30. b) Must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) or Professional Engineering Technician (Pr Techni Eng);</p> <p style="text-align: center;">Or</p> <p>31. the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr CPM) or Professional Construction Manager (Pr CM);</p> <p style="text-align: center;">And</p> <p>32. c) Must have a minimum of ten (10) years' experience in bituminous surfaced road reseal and/or rehabilitation project(s).</p> <p>33.</p>

Clause	Contract Data
<p>4.13</p> <p>4.13.1</p> <p>4.13.2</p>	<p><i>Add the following Clause after Clause 4.12:</i></p> <p>Employer’s contract participation goals</p> <p>The Contractor shall in the performance of the Contract be required to carry out the Employer’s contract participation goals in accordance with the provisions of the Contract.</p> <p>Where the Contract expressly provides minimum expenditure targets for Employer’s contract participation goals, the Contractor shall be required to achieve the minimum expenditure targets for Employer’s contract participation goals in the performance of the Contract.</p>
<p>5.3.1</p>	<p>The documentation required from the Contractor before commencement of the Works are:</p> <p>34. a) Approved contract specific Health and Safety Plan (Refer Clause 4.3.3 and applicable clause in the Occupational Health and Safety Specification in Part C3.3 in the Scope of Work)</p> <p>35. b) Initial programme (Refer Clause 5.6)</p> <p>36. c) Security (Refer Clause 6.2)</p> <p>37. d) Insurances (Refer Clause 8.6)</p> <p>38. e) Signed Occupational Health and Safety Agreement (Refer Part C1.4 in the Agreements and Contract Data)</p> <p>39. f) Signed certificate of authority for signatory to agreement in terms of The Constitution of the Republic of South Africa, National Environmental Management Act, Mineral And Petroleum Resources Development Act, National Water Act, National Forests Act And National Heritage Resources Act (Refer Part C1.5 in the Agreements and Contract Data)</p> <p>40. g) Signed agreement in terms of The Constitution of the Republic of South Africa, National Environmental Management Act, Mineral and Petroleum Resources Development Act, National Water Act, National Forests Act And National Heritage Resources Act (Refer Part C1.6 in the Agreements and Contract Data)</p> <p>41. h) Proof of registration and good standing with the Bargaining Council for the Civil Engineering Industry (Refer Clause 4.3.5)</p> <p><i>Add the following to Clause 5.3.1:</i></p> <p>Such instruction shall, where construction work requires the application of a construction work permit in terms of Regulation 3(1) of the Construction Regulations 2014, also be subject to the issuing of a construction work permit in terms of Regulation 3(3) of the Construction Regulations 2014.</p>
<p>5.3.2</p>	<p>The time to submit the documentation required before commencement of the Works is fourteen (14) days.</p>
<p>5.3.3</p>	<p><i>Add the following to Clause 5.3.3:</i></p> <p>Notwithstanding the above, where construction work requires the application of a construction work permit in terms of Regulation 3(1) of the Construction Regulations 2014, commencement of the Works shall not be deemed to take place until a</p>

Clause	Contract Data
	construction work permit has been issued in terms of Regulation 3(3) of the Construction Regulations 2014.
5.3.4 5.3.4.1 5.3.4.2	<p><i>Add the following Clause after Clause 5.3.3:</i></p> <p>Application for construction work permit</p> <p>Where the application for construction work permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required, the Employer shall apply for a construction work permit in terms of Regulation 3 of the Construction Regulations 2014. The Employer shall apply for the construction work permit as soon as the Contractor has submitted his Health and Safety Plan, duly approved by the Employer's Health and Safety Agent.</p> <p>Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should however, the issuing of a construction work permit be delayed by the submission of an unacceptable Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.</p>
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.
5.4.4	<p><i>Add the following Clause after Clause 5.4.3:</i></p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purpose of the Works.</p>
5.6.2.3	<i>After the word "approvals," insert "permits,".</i>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p>42. a) All gazetted public holidays</p> <p>43. b) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year, but shall not exceed fifteen (15) working days in duration</p>
5.11.2	<i>After the words "suspend the progress" insert "or alter the order".</i>
5.13.1	The penalty for failing to complete the Works is 2.00 cents per R 100.00 of the contract sum per day.
5.14.1	The requirements for achieving Practical Completion are specified in Section B1200 of Part C3.2 in the Scope of Work.
5.16.3	The latent defects period is ten (10) years.
6.2.1	The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum.

Clause	Contract Data
	<p>The performance guarantee shall contain the precise wording of the pro-forma document included in Part C1.3 of the Agreements and Contract Data.</p>
6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of “x” is 0.15</p> <p>The values of the coefficients are [based on Rehabilitation/Resurfacing Works (Excluding bitumen)]:</p> <p>44. a = [0.20] (Labour)</p> <p>45. b = [0.40] (Contractor’s equipment)</p> <p>46. c = [0.25] (Material)</p> <p>47. d = [0.10] (Fuel)</p> <p>The indices for “L”, “P”, “M” and “F” are the following as published by Statistics South Africa and the Bargaining Council for the Civil Engineering Industry for “L” (if applicable):</p> <p>48. “L” is the “Labour Index” and shall be the <i>Eastern Cape (Geographic Indices) as published in the P0141 Consumer Price Index, Table A – Consumer Price Index: Main indices.</i></p> <p>Or</p> <p>49. shall be the <i>rate of wage for Task Grade 1 General Worker, Appendix B as published by the Bargaining Council for the Civil Engineering Industry collective agreement.</i></p> <p>The “Labour Index” (“L”) indices reference shall be agreed upon with the Contractor at the start of the Contract and shall remain for the duration of the Contract.</p> <p>50. “P” is the “Contractor’s Equipment Index” and shall be the <i>Plant and equipment as published in the P0151.1 Construction Materials Price Indices, Table 4 – Mining and construction plant and equipment price index.</i></p> <p>51. “M” is the “Materials Index” and shall be the <i>Civil engineering material – roads, reseal (excluding bitumen) as published in the P0151.1 Construction Materials Price Indices, Table 6 – Civil engineering material price indices.</i></p> <p>52. “F” is the “Fuel Index” and shall be the <i>Diesel as published in the P0142.1 Producer Price Index, Table 1 – PPI for final manufactured goods.</i></p> <p>The base month is the month and year prior to the closing of the tender.</p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are allowed.</p> <p><i>Add the following to Clause 6.8.3:</i></p> <p>A list of special materials as provided for by the Employer are indicated in Part C1.2 Contract Data (Part 2). If special materials have been listed by the Employer, the Contractor shall provide the unit and rate for each special materials in terms of Returnable Schedule M in Part T2.2 of the Returnable Documents. If no special</p>

Clause	Contract Data
	materials have been listed by the Employer, then no special materials are applicable to the Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.1.9	<p><i>Add the following Clause after Clause 6.10.1.8:</i></p> <p>The Contractor is required to submit an accurately completed and signed monthly Contractor Monthly Local Labour Report as indicated in Part C3.5 to the Scope of Work.</p>
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10% of the Contract Price.</p> <p><i>Add the following to Clause 6.10.3:</i></p> <p>A retention money guarantee in lieu of retention is not permitted for the Contract.</p>
6.10.4	<p><i>In the third sentence replace "28 days of receipt" with "30 days of confirmed receipt"</i></p> <p><i>Add the following to Clause 6.10.4:</i></p> <p>Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
6.11	<i>Delete Clauses 6.11 in its entirety.</i>
7.2.1	<p><i>At the end of the last sentence delete the full-stop and add the following:</i></p> <p>, subject to approval of the Employer's Agent.</p>
8.2.1	<p><i>Add the following Clause 8.2.1:</i></p> <p>The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations.</p>
8.2.2.3	<p><i>Add the following to Clause 8.2.2.3:</i></p> <p>Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering, and it is stipulated in the Contract that the Contractor is to effect insurance against these risks</p>

Clause	Contract Data
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500000.00.
8.6.1.3	The limit of indemnity for liability insurance is R 15 000 000.00 for any single claim with the number of claims to be unlimited.
8.6.1.5	<p><i>Add the following to Clause 8.6.1.5:</i></p> <p>Where the Contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture or fabrication. In the event the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.</p>
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

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PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

<p style="text-align: center;">CONTRACT PART C2: PRICING DATA</p>
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C2.1 PRICING INSTRUCTIONS

C2.2 PRICING SCHEDULES / BILL OF QUANTITIES

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0022

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

C2.1: PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Work.

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
t	=	ton (1000 kg)
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
KN	=	kilonewton
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No	=	number
Prov Sum	=	provisional sum
PC Sum	=	prime cost sum
L/Sum	=	lump sum
No of boxes	=	number of boxes

C2.1.3 For the purposes of this Pricing Schedules / Bill of Quantities, the following words shall have the meanings hereby assigned to them.

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

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

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

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

Lump Sum: An amount tender for an item, the extent of which is described in the Pricing Schedules / Bill of Quantities, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings and specifications, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the Pricing Schedules / 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.sabs.co.za for information standards).
- C2.1.6 Prices and rates in the Pricing Schedules / 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. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. Contractor shall submit to the Employer's Agent within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant item numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedules / Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedules / 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 the Pricing Schedules / Bill of Quantities. The validity of the contract shall in no way be affected by differences between the quantities in the Pricing Schedules / Bill of Quantities and the quantities finally certified for payment.
- C2.1.10 Reasonable compensation will be received where no item appears in the Pricing Schedules / Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other item.
- C2.1.11 The short description of the items of payment given in the Pricing Schedules / Bill of Quantities are only for the purpose of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Pricing Schedules / Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition). Item numbers prefixed by the letter B refer to payment items described under Part C3.2 of the Scope of Work, those item number prefixed by the letter C, D etc. refer to payment items described under Part C3.3, C3.4 etc. of the Scope of Work.
- C2.1.13 All rates and sums of money tendered in the Pricing Schedules / Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- C2.1.14 The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purpose of the Works.

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PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

C2.2: PRICING SCHEDULES / BILL OF QUANTITIES

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

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SCHEDULE A – GENERAL

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Relocation of existing Eskom services:				
	(a) Direct payment to Eskom or its agents	Prov Sum	250 000	1	250 000.00
	(b) Handling costs and profit in respect of subitem B12.01(a) above	%	250 000		
B12.02	Relocation of existing Telkom services:				
	(a) Direct payment to Telkom or its agents	Prov Sum	250 000	1	250 000.00
	(b) Handling costs and profit in respect of subitem B12.02(a) above	%	250 000		
B12.03	Relocation and reinstatement of existing watermains belonging to local or district authority:				
	(a) Direct payment to watermains authority, its agent or the Contractor	Prov Sum	500 000	1	500 000.00
	(b) Handling costs and profit in respect of subitem B12.03(a) above	%	500 000		
B12.04	Community based projects including transportation of local employees:				
	(a) Cost of projects approved by the Employer and instructed by the Employer's Agent in terms of transportation of local employees	Prov Sum	1800 000.00	1	1800 000.00
	(b) Handling costs and profit in respect of subitem B12.04(a) above	%	1800 000.00		
B12.05	Community / stakeholder liaison and social facilitation:				
	(a) Contractor's obligation in terms of community / stakeholder liaison	month	24.00		
	(b) Project Liaison Committee (PLC):				
	(i) Payment of stipends to members of the PLC for attending meetings	Prov Sum	350 000.00	1	350 000.00
	(ii) Handling cost and profit in respect to subsubitem B12.09(b)(i)	%	350 000.00		
	(c) Project Liaison Officer (PLO):				
	(i) Salary, including employer contributions and other staff related costs	Prov Sum	350 000.00	1	350 000.00

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	(ii) Transport and communication	Prov Sum	85 000.00	1	85 000.00
	(iii) Handing cost and profit in respect to subsubitems B12.09(c)(i) and (ii)	%	435 000.00		
B12.06	Provision of training venue and facilities	L/Sum	1.00		
B12.07	Provision of Employer's in-service training student(s):				
	(a) Monthly stipend for Employer's in-service training student(s), employed by the Contractor	Prov Sum	450 000.00	1	450 000.00
	(b) Handing cost and profit in respect to subitem B12.11(a)	%	450 000.00		
B12.08	Programming and Reporting:				
	(a) Submission of a Scheme 2 Initial Programme	lump sum	1.0	1	
	(b) Submission of a Scheme 2 Full Programme	lump sum	1.0	1	
	(c) Reviewing and updating a Scheme 2 programme every month	month	24.0		
	(d) Preparation and submission of all information and reports specified in the Contract Documentation	month	24.0		
Total Carried Forward To Summary					

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SCHEDULE A – GENERAL**

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
1300	SECTION 1300: C: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:				
	(a) Fixed obligations	lump sum	1.00		
	(b) Value-related obligations	lump sum	1.00		
	(c) Time-related obligations				
	(i) Start-up period (From Commencement of the Contract to Commencement of the Works)	month	2.00		
	(ii) Construction period (From Commencement of the Works to Due Completion Date)	month	24.00		
	Note: The combined value of subitems (a), (b), (c)(i) and (c)(ii) should not exceed 15% of the quotation sum for a work package (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT), the framework contractor shall state his reasons in writing for pricing in this manner. The framework contractor's attention is drawn to the applicable quotation returnable schedule, to be completed by the framework contractor for a work package quotation.				
B13.02	Contract sign boards	No	2.00		
B13.03	Site security measures:				
	(a) Supply and installation of security measures	lump sum	1.00		
	(b) Provision of security guards / watchmen and an armed response service	month	24.00		
B13.04	Monthly reporting	month	24.00		
B13.05	Survey of the existing road and road markings:				
	(a) Topographical survey of road detail and a DTM strip survey for:				
	(i) Humansdorp to St Francis Bay (25km)	ha	24.000		
Total Carried Forward To Summary					

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SCHEDULE A – GENERAL

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
1400	SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
B14.01	Office and laboratory accommodation:				
	(a) Offices and conference room (interior floor space only)	m ²	140.00		
	(b) Laboratories (interior floor space only)	m ²	190.00		
	(c) Open concrete working floors, 150 mm thick	m ²	160.00		
	(d) Roofs over open concrete working floors	m ²	80.00		
	(e) Ablution unit (equipment as specified)	No	2.00		
	(f) Store rooms inside the laboratory	m ²	24.00		
	(g) Kitchen unit (equipment as specified)	No	2.00		
	(h) Change room with shower	No	1.00		
B14.02	Office and laboratory furniture:				
	(a) Chairs:				
	(i) Office swivel chair	No	6.00		
	(ii) Office chair	No	12.00		
	(c) High chairs for laboratory	No	12.00		
	(d) Office desk with 3 drawers (at least one lockable drawer)	No	8.00		
	(f) Conference table (including 12 No. sturdy chairs)	No	2.00		
B14.03	Office and laboratory fittings Installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power outlet plug point:				
	(1) 15 Ampere	No	50.00		
	(2) 20 Ampere	No	10.00		
	(ii) 400/231 volt 3-phase power outlet plug point	No	1.00		
	(iii) Single 80 watt fluorescent tube ceiling light complete with ballast and tubes	No	1.00		

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(iv) Double 80 watt fluorescent tube ceiling light complete with ballast and tubes	No	30.00	
(vii) Laboratory basins complete with swan-neck taps and drains	No	8.00	
(viii) Extractor fans installed complete with own power connections	No	1.00	
(x) Fire extinguishers (9,0 kg), all purpose dry powder type, complete, mounted on wall with brackets	No	12.00	
(xi) Air-conditioning unit with own power connection	No	10.00	
(xiv) General-purpose steel cupboards with shelves	No	4.00	
(xv) Steel filing cabinets with drawers	No	8.00	
(xvii) Bookcases	No	8.00	
(xviii) UPS / Voltage stabilizer for use with a single computer	No	6.00	
(xix) Plan holder	No	4.00	
(xx) Floodlights complete with poles, 500 Watt (minimum) globes and photocell for security	No	6.00	
(xxi) Rain gauge	No	1.00	
(xxii) Minimum/maximum atmospheric temperature gauge	No	1.00	
(xxiii) Digital thermometer	No	1.00	
(xxiv) Mobile outdoor weather station	No	1.00	
(xxv) 3 m aluminium straight edge complete with two measuring wedges	No	1.00	
(xxvi) Measuring wheel	No	1.00	
(xxvii) First aid kit	No	6.00	
(xxviii) Standpipe complete with 30 m of 19 mm dia. heavy duty hose pipe	No	1.00	
(b) Prime-cost items and items paid for in a lump sum:			
(i) Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration for Resident Engineer and Four ARE	PC sum	350 000.00	350 000.00
(ii) Handling costs and profit in respect of subitem B14.03(b)(i) above	%	350 000.00	
(v) The provision of internet connectivity and Wi-Fi data for Employer's Agent's site staff	PC sum	300 000.00	300 000.00
(vi) Handling costs and profit in respect of subitem B14.03(b)(v) above	%	300 000.00	
(vii) Provision of computers, printers, related hardware, software and consumables	PC sum	500 000.00	500 000.00
(viii) Handling costs and profit in respect of subitem B14.03(b)(vii) above	%	500 000.00	
(ix) The provision of a complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	PC sum	50 000.00	50 000.00
(x) Handling costs and profit in respect of subitem B14.03(b)(ix) above	%	50 000.00	
(xi) The provision of a complete 440/231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc	PC sum	50 000.00	50 000.00

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	(xii) Handling costs and profit in respect of subitem B14.03(b)(xi) above	%	50 000.00		
	(xiii) Provision of a 440/231 volt three phase electricity generator if electricity from a power supply authority is not available on site	PC sum	500 000.00		500 000.00
	(xiv) Handling costs and profit in respect of subitem B14.03(b)(xiii) above	%	500 000.00		
	(xv) The provision of all gas installations required at the site offices, laboratories and at the Employer's Agent's staff accommodation (if required), including gas storage cylinders, tubing, regulators, gas burners and shut-off cocks	PC sum	25 000.00		25 000.00
	(xvi) Handling costs and profit in respect of subitem B14.03(b)(xvi) above	%	25 000.00		
	(c) Items measured by area:				
	(i) Shelving as specified, complete with brackets	m ²	60.00		
	(ii) Work-benches complete with concrete slab top, minimum thickness 75mm	m ²	32.00		
	(iv) Constant-temperature baths of concrete and/or plastered brick	m ²	12.00		
	(v) Foundations for laboratory equipment	m ²	10.00		
	(vii) Venetian blinds	m ²	30.00		
	(viii) Notice boards as specified	m ²	10.00		
	(x) Whiteboards and pens	m ²	10.00		
14.04	Car ports:				
	Car ports, as specified, at offices and laboratory buildings	No	10.00		
B14.08	Services at Employer's Agent's site offices and laboratories:				
	(i) Fixed costs	lump sum	1.00		
	(ii) Running costs	month	24.00		
B14.10	Provision of photostat, printing and scanner facilities	month	24.00		
B14.11	Office staff:				
	(a) Secretary / receptionist	Prov sum	210 000.00		210 000.00
	(c) Handling cost and profit in respect to subitem B14.11(a) and (b)	%	210 000.00		
Total Carried Forward to summary					

C2.7

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
B1800	SECTION B1800: DAYWORKS				
B18.01	Personnel:				
	(a) During normal working hours:				
	(i) Unskilled labour	h	300.00		
	(ii) Semi-skilled labour	h	200.00		
	(iii) Skilled labour	h	100.00		
	(iv) Ganger	h	60.00		
	(v) Flagmen	h	300.00		
	(b) Outside normal working hours and Saturdays:				
	(i) Unskilled labour	h	200.00		
	(ii) Semi-skilled labour	h	170.00		
	(iii) Skilled labour	h	70.00		
	(iv) Ganger	h	40.00		
	(v) Flagmen	h	200.00		
	(c) Outside normal working hours Sundays and public holidays:				
	(i) Unskilled labour	h	250.00		
	(ii) Semi-skilled labour	h	220.00		
	(iii) Skilled labour	h	120.00		
	(iv) Ganger	h	70.00		
	(v) Flagmen	h	250.00		
B18.02	Equipment:				
	(a) Air compressor of at least 7 m3/min (including breakers, hose and 2 operators)	h	60.00		
	(b) Generator or Alternator set of at least 10 kW capacity	h	60.00		
	(c) Vibrating plate compactor	h	60.00		

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	(d) Tracked dozer, (D8)	h	60.00	
	(e) Grader (CAT 140G or similar)	h	60.00	
	(f) Front end loader minimum power 90 kW	h	60.00	
	(g) Tractor/Loader/Backhoe 50kW	h	60.00	
	(h) Tippers (5 m3)	h	60.00	
	(i) Tippers (10 m3)	h	60.00	
	(j) Traxcavator 80 kW power	h	60.00	
	(k) Mobile crane with lifting capacity of 5t	h	60.00	
	(l) Self propelled vibratory roller, 9-12t	h	60.00	
	(m) Pneumatic tyred roller, 9-12t	h	60.00	
	(n) Flat steel wheeled roller, 9-12t	h	60.00	
	(o) Grid roller, 15t	h	60.00	
	(p) Hand propelled vibratory roller, 0,5t	h	60.00	
	(q) 5000 litre water tanker	h	60.00	
	(r) 10000 litre water tanker	h	60.00	
	(s) 15000 litre water tanker	h	60.00	
	(t) Dewatering pump including generators and accessories (50mm pump, 600 l/min.)	h	60.00	
B18.03	Materials:			
	(a) Procurement of materials	Prov Sum	100 000.00	100 000.00
	(b) Handling cost and profit in respect of subitem B18.03(a)	%	100 000.00	
B18.04	Transport:			
	(a) LDV	km	10 000.00	
	(b) Flatbed truck (incl. crane, 5 tons)	km	3 000.00	
	(c) Lowbed horse and trailer	km	3 000.00	
Total Carried Forward to summary				

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
8100	SECTION 8100: TESTING MATERIALS AND WORKMANSHIP				
B81.02	Special tests requested by the Employer's Agent:				
	(b) Other tests	Prov sum	70 000.00		70 000.00
	(c) Handling cost and profit in respect of subitems B81.02(a) and (b)	%	70 000.00		
B81.03	Cost of independent site laboratory:				
	(a) Employer's financial contribution towards the independent site laboratory	PC sum	(6000 000.00)		(6000 000.00)
	(b) Handling costs and profit in respect of subitem B81.03(a) above	%	(6000 000.00)		
Total Carried Forward To Summary					R 1 232 839.50

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
C	SECTION C: OCCUPATIONAL HEALTH AND SAFETY				
C10.01	Preparation and close-out of Principal Contractor's site specific Health and Safety Plan	lump sum	1.00		
C10.02	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	lump sum	1.00		
C10.03	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month	24.00		
C10.04	Provision of personal protective equipment (PPE) for targeted labour only:				
	(a) Reflective vests (SARTSM Level 2 - EN 471 Class II Certified 50mm silver reflective stripe around torso, over shoulders and "X" on the back, 100% lime coloured polyester, zip front and ID pouch)	No	200.00		
	(b) High Visibility Broad Brimmed Hats (100% lime coloured polyester)	No	200.00		
	(c) Hard hats (SANS 1397:2003, hard hats fitted with a three-point chin strap that meets the requirements of SANS 1397: Section 3.8, sun brim (for hard hat) SANS 1387-4, material type D59)	No	30.00		
	(d) Protective foot wear - pairs (Lace up boots marked bearing SANS 20345 certification, heat resistant up 95 degrees Celsius, steel toe caps, genuine leather upper and poly urethane sole)	No	200.00		
	(e) Earplugs disposable - 100 pairs per box (23dB SNR)	No of boxes	10.00		
	(f) Dust masks - 100 per box (Filter class FFP2)	No of boxes	10.00		
	(g) Gloves - pairs (10 gauge cotton polyester gloves with textured latex dip on palm and fingers including a knitted cuff and knit wrist)	No	200.00		
	(h) High visibility overalls SARTSM Level 3 (Overalls (Royal Blue or Orange) - J54 Fabric conti suits made to SANS Spec, YKK Zips, Triple Stitched EN 471 Class II Certified 50mm lime-silver-lime reflective stripe on arms, legs, chest and "X" on the back, triple stitched and bar tacked on all stress points)	No	250.00		
	(i) Ear Defenders (Muffs SANS approved 30dB SNR and NRR)	No	100.00		
C10.05	Provision of full time Construction Health and Safety Officer:				
	(a) To manage the Principal Contractor's H&S obligations on site (1 No. required)	month	24.00		

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C10.06	(b) To manage the appointed targeted subcontractors H&S obligations on site (1 No. required) Costs of medical certificates and medical surveillance for targeted labour only: (a) Initial (baseline) medical, including audiometric and lung function testing (b) Annual or Periodic examinations (c) Exit examinations	month No No No	24.00 200.00 200.00 200.00		
Total Carried Forward to summary					

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
D	SECTION D: HIV/AIDS AWARENESS				
D10.01	Awareness champion	L/Sum	1.00		
D10.02	Awareness workshops	L/Sum	1.00		
D10.03	Posters, booklets, videos, etc.	L/Sum	1.00		
D10.04	Access to condoms	L/Sum	1.00		
D10.05	Monitoring and reporting (including supply of condoms)	month	24.00		
Total Carried Forward To Summary					R 715 663.00

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
E	<p>SECTION E: TARGETED LABOUR PARTICIPATION AND DEVELOPMENT</p> <p>Provision for training of targeted labour:</p> <p>(a) Wages and salaries of targeted labourers employed by the Contractor or targeted subcontractors in respect to training paid for by the Contractor or targeted subcontractors in terms of the Contract</p> <p>(b) Accredited and approved training courses for selected targeted labourers including wages during training</p> <p>(c) Handling cost and profit in respect of subitems E10.01(a) and (b)</p>	<p>Prov Sum</p> <p>Prov Sum</p> <p>%</p>	<p>120 000.00</p> <p>120 000.00</p> <p>240 000.00</p>		<p>120 000.00</p> <p>120 000.00</p>
Total Carried Forward To Summary					

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SCHEDULE A – GENERAL

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
F	SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION				
F10.01	Contractor's initial obligations in respect of the Environmental Management Plan Implementation requirements	L/Sum	1.00		
F10.02	Contractor's time related obligations in respect of the Environmental Management Plan Implementation requirements	month	24.00		
Total Carried Forward					

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
G1	SECTION G1: TARGETED SUBCONTRACTOR PARTICIPATION AND DEVELOPMENT				
G10.01	Contractor's obligations in terms of targeted subcontractor contract participation:				
	(a) Contract participation goal implementation plan and programme	L/Sum	1.00		
	(b) Targeted subcontractor database	L/Sum	1.00		
	(c) Work packages	L/Sum	1.00		
	(d) Targeted subcontractor management and supervision	month	24.00		
G10.02	Procurement of targeted subcontractor(s)	No	20.00		
G10.03	Development support and accredited training for contracted targeted subcontractors:				
	(a) Development support provided by the Contractor	L/Sum	1.00		
	(b) Accredited training direct and indirect costs	Prov Sum	320 000.00		320 000.00
	(c) Handling cost and profit in respect of subitem G10.03(b)	%	320 000.00		
G10.04	Contractor's obligations in terms of submission of documents	L/Sum	1.00		
G10.05	Cost variations due to targeted subcontractor work packages	Prov Sum	5700 000.00		5700 000.00
Total Carried Forward To Summary					

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
1500	SECTION 1500: ACCOMMODATION OF TRAFFICS				
B15.01	Accommodation of traffic	month	24.00		
B15.02	Earthworks for deviations				
	(a) Shaping of deviations (Existing gravel shoulders)	km	15		
	(b) Cut and borrow to fill for deviations used as temporary diversions	m3	18000		
	(c) Cut to spoil	m3	9000		
B15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-shift	22680.00		
	(b) Traffic controllers	man-shift	4 880.00		
	(c) Delineators including mounting bases and ballast:				
	(i) Single sided, reversible left or right (800 x 200)	No	1 500.00		
	(ii) Double sided, reversible left or right (800 x 200)	No	1 500.00		
	(d) Traffic cones (750)	No	1 000.00		
	(e) Portable STOP and GO/RV signs	No	5.00		
	(f) Road signs, R- and TR-series, (1500)	No	100.00		
	(g) Road signs, TW-series, (2400mm x 400mm)	No	75.00		
	(h) Road signs, TIN-series:				
	(i) TIN series (1200 x 400)	No	80.00		
	(ii) TIN series (1500 x 400)	No	40.00		
	(i) Movable barricade (TW411) (300 x 1800) / road sign (TR103/4) (1200) combination	No	20.00		
	(j) Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:				
	(ii) 1 200 mm wide x 1200 mm high	No	4.00		
	(k) Road signs, TGS- AND TG-series	m ²	45.00		

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	(l) Road signs; 2400mm x 1800mm	m ²	50.00	
	(m) Signalised traffic control stations	station-month	6.00	
	(p) Other traffic control measures ordered by the Employer's Agent:			
	(i) Provision of other traffic control measures	Prov Sum	1 500 000	R1500,000.00
	(ii) Handling costs and profit in respect of subsubitem B15.03(p)(i)	%	1500 000	
B15.14	Provision of traffic safety equipment for use by the Employer's Agent:			
	(a) Magnetic base amber rotating lights	No	5.00	
	(b) Safety jackets	No	50.00	
	(c) Magnetic strips with the words "INSPECTION VEHICLE"	No	5.00	
B15.15	Traffic Safety Officer (1 No off)	man-month	24.00	
B15.16	Traffic Safety truck	month	24.00	
	REPAIR AND MAINTENANCE OF EXISTING ROADS WITH BITUMINOUS SURFACING USED AS TEMPORARY DEVIATIONS (TEMPORARY POTHOLE REPAIRS)			
15/ B16.02	Overhaul on material hauled in excess of 1 km	m ³ -km	1 000.00	
15/ B39.01	Saw cutting pavement layers for patching:			
	(a) Asphalt or bituminous surfacing to an average depth:			
	(i) Not exceeding 50 mm	m	Rate Only	
15/ B39.02	Excavation in existing pavements for patching:			
	(a) Asphalt layers or bituminous surfacing:			
	(i) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	Rate Only	
	(c) Crushed stone layers:			
	(i) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	Rate Only	
15/ B39.03	Backfilling of excavations for patching with:			
	(d) Bitumen emulsion treated crushed-stone material (G5 quality), stabilized with (60% stable grade emulsion applied at a rate of 3,0% by mass and CEM II, grade 32.5N cement applied at a rate of 1% by mass), compacted to 100% of MDD, in layers not exceeding 150 mm, backfill material obtained from:			
	(i) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	Rate Only	
15/ 39.04	Compacting the floor of excavation for patching to 95% of MDD	m ²	Rate Only	
15/ 39.05	Surfacing of patch repairs with:			

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	<p>(a) Continuously graded cold mix asphalt (Agreement SA certified), compacted in layers not exceeding 20 mm, for a patch with a surface area:</p> <p>(i) Not exceeding 10 m2 including for edge repairs wider than 250 mm</p> <p>TEMPORARY ROAD MARKING</p>				
15/ 57.01	<p>Road-marking paint:</p> <p>(a) White lines (unbroken):</p> <p>(i) 100 mm wide (Temporary road-marking for traffic accommodation, includes setting out and pre-marking)</p>	t	Rate only		
15/ B57.05	<p>Road studs (installation and maintenance)</p> <p>(b) Type RSA-T as described in subclause B5702(b) Table B5702/1 (Temporary roadstuds for traffic accommodation, also includes removal after use):</p> <p>(i) Red / Red</p>	km	12.00		
		No	800.00		
Total Carried Forward To Summary					

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SCHEDULE B – WORKS**

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
1700	SECTION 1700: CLEARING AND GRUBBING				
17.01	Clearing and grubbing within the road reserve	m ²	24 700.00		
17.02	Removal and grubbing of large trees up to 2m girth	No	500.00		
17.03	Re-clearing of surfaces (on the written instructions of the Engineer only)	ha	2.00		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	1 200.00		
17.05	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	200.00		
	(b) Pipes with an internal diameter exceeding 750 mm	m ³	250.00		
	(c) Box culverts up to and including 1,5 m vertical dimension	m ³	450.00		
	(d) Box culverts exceeding 1,5 m vertical dimension	m ³	400.00		
B17.08	Clearing and grubbing of existing road gravel shoulder (0,6 to 1,2 m wide)	m ²	40 000.00		
B17.09	Clearing and grubbing narrow widths (0,5 to 5 m wide)	m ²	18 000.00		
B17.10	Removal of edge build-up (up to 1,0 m wide)				
	(a) Remove material by hand and dispose of adjacent to the road	m	5 000.00		
	(b) Remove material by hand and load to spoil area	m	5 000.00		
	(c) Remove material by machine and dispose of adjacent to the road	km	15		
	(d) Remove material by machine and load to spoil area	km	15		
17/ B16.02	Overhaul on material hauled in excess of 1 km	m ³ -km	15 000.00		
Total Carried Forward To Summary					

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
2100	SECTION 2100: DRAINS				
B21.01	Excavation for open drains: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m	m ³	200.00		
	(b) Extra over subitem 21.01(a) for excavation in hard and boulder material, irrespective of depth	m ³	20.00		
21.02	Clearing and shaping existing open drains	m ³	6 000.00		
B21.03	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m and up to 1,5 m	m ³	460.00		
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³	100.00		
	(ii) Exceeding 3,0 m and up to 4,5 m	m ³	Rate only		
	(b) Extra over subitem 21.03(a) for excavation in hard and boulder material, irrespective of depth	m ³	250.00		
B21.06	Natural permeable material in subsoil drainage systems (washed crushed stone): (a) Crushed stone obtained from commercial sources: (i) Fine grade	m ³	230.00		
	(ii) Course grade	m ³	230.00		
B21.08	Pipes in subsoil drainage systems: (a) PVC-U or HDPE pipes and fittings complete with couplings): (i) 100 mm internal diameter, perforated or slotted	m	800.00		
B21.09	Polymer film sheeting, or similar approved, for lining subsoil drainage systems: (a) 0,15 mm thick	m ²	1560.00		Rate only

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B21.10	Geotextiles: (b) Non-woven needle punched, Grade 2 (as specified in Table B2104/2)	m ²	3 100.00		
B21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems: (a) Outlet structures (as per Dwg) (d) Cleaning eyes: (i) Type 1 (as per Dwg)	No	2.00		
B21.13	Caps for subsoil drain pipes as specified: (c) PVC caps	No	6.00		
21.15	Overhaul for material hauled in excess of 1,0 km free-haul (normal overhaul)	m ³ -km	1 000.00		
21.16	Backfilling existing eroded side drains: (b) G7 quality gravel material obtained from commercial sources	m ³	850.00		
21.17	Test flushing of pipe subsoil drains	number	5		
21.18	Excavation for the clearing of existing drainage systems: (c) Concrete side drains / Stone pitch drains	m ³	10.00		
21.19	Selected backfill material (G7 quality material) under concrete-lined side drains compacted to 93% of MDD	m ³	85.00		
Total Carried Forward To Summary					R 9 308 220.21

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
2200	SECTION 2200: PREFABRICATED CULVERTS				
B22.01	Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m (i) 1.5 m up to 3 m (b) Extra over subitem 22.01(a) for excavation in hard and boulder material, irrespective of depth (d) Extra over subitem 22.01(a) for excavation by hand, irrespective of depth	m ³ m ³ m ³ m ³	9400.00 1280.00 500.00 60.00		
B22.02	Backfilling: (a) Using excavated material within 1,0 km (b) Using imported selected material: (i) From commercial sources (G7 quality material) (c) Extra over subitems 22.02(a) and (b) for soil cement backfilling: (ii) With stiff mixture of approved backfill material mixed with 3% CEM II class 32.5 cement	m ³ m ³ m ³ m ³	6200.00 2000.00 100.00		
22.03	Concrete pipe culverts: (c) On class B bedding (i) Class 100 D pipes, 600mm diameter (ii) Class 100 D pipes, 750mm diameter (ii) Class 100 D pipes, 900mm diameter	m m m	3200 980 110		
22.05	Portal and rectangular Culverts;				
(b)	without prefabricated floor slabs; (i) Culvert No. 14 900 mm x 600 mm (ii) Culvert No. 21 1800 x 600 mm (iii) Precast 900mm x 450mm BC	m m m	105 34 40		
22.07	Cast in situ concrete: (b) floor slabs portal or rectangular culverts, including formwork,	m ³	105		

The Contract – Part 2 – Pricing Data

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	joints and U2 surface finish (class of concrete indicated)			
(c)	In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (Class 25/20)	m ³	45	
(d)	Formwork of concrete under subitem 22.07(c) above:			
	(i) Vertical formwork F1 surface finish		95	
	(ii) Vertical formwork F2 surface finish		95	
22.10	Steel reinforcement:			
	(c) Welded steel fabric	kg	1520	
22.13	removing and re-laying existing pipes (450mm concrete pipes of length less than 30m on Class B Bedding)			
(i)	Class 75D pipes, 600mm diameter @ Km7.50	m	20.46	
(ii)	Class 75D pipes, 600mm diameter @ Km 13+780	m	19.25	
(iii)	Class 75D pipes, 600mm diameter @ Km 17+140	m	17.58	
(iv)	Class 75D pipes, 600mm diameter @ Km 18+140	m	19.58	
(v)	Class 75D pipes, 600mm diameter @ Km 19+387	m	13.86	
22.17	Manholes ,catchpits, precast inlet and outlet structures			
(a)	Brick wall Manholes including manhole cover(standard depths:1,5m)			
	(i) 1000x1000 mm .	No	15	
(b)	Brickwall Catchpits :			
(i)	1000x1000 mm	No.	62	
22.21	Accessories:			
	(f) 50 mm diameter uPVC weepholes for wingwalls	No	100.00	
Total Carried Forward To Summary				

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
2300	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.02	Concrete kerbing - channeling combination (class 25/19 concrete)				
(a)	Type B : 450mm precast kerbing (Fig 7) & channeling combination – As per drawing	m	8000		
(b)	Edge beam (fig 1)	m	4000		
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining (class 30/19 concrete) as per drawing				
(iii)	Type F2 finish	m ³	185		
23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):	m ²	370		
23.10	Sealed joints in concrete linings open drains:				
	(a) Expansion joint using 10 mm thick soft board seal with 10 x 20 mm silicon joint sealant:	m	366		
23.12	Steel reinforcement:				
	(c) Welded steel fabric	kg	7320		
3300	MASS EARTHWORKS				
	Reinstatement of gravel shoulders				
	(a) Ripping, watering, mixing, placing and compacting existing shoulders to 93% of modified AASHTO density	m ³	6720		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
3400	SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	Pavement layers constructed from gravel from commercial sources				
(c) (ii)	Gravel sub-base compacted to 96% MOD AASHTO 150mm G5 (Tarragona Road – Seal Point Blvd 1.5km Section)	m ³	1 890.00		
(e) (i)	G4 Gravel base compacted to 98% mod AASHTO density (150mm thick) (Tarragona Road – Seal Point Blvd)	m ³	6 552.00		
34.03	Pavement layers constructed from gravel obtained from existing pavement layers (from existing base material)				
(a)	Gravel selected layer compacted to 93% MOD AASHTO (150mm thick) G6 or better from stockpile (Tarragona Road – Seal Point Blvd - 1.5km Section)	m ³	1 890		
(l) (i)	Gravel shoulder compacted to 93% mod AASHTO density (100mm thick) from stockpile	m ³	2640		
B34.04	In-situ reconstruction of existing pavement layers Recycle the existing pavement layers (The process includes insitu recycling using cement stabilisation of existing layer of 150mm of insitu material to form stabilised subbase)				
(j)	Gravel sub-base compacted to 97% MOD AASHTO density using existing pavement layers by insitu recycling				
(i)	In Sections 200 mm deep (R102 – Tarragona Road)	m ³	49644		
34.06	E.O. item 34.04 for adding extra material as specified in sub subclause 32.07(b)(iii)				
(c)	Gravel sub - base (G6) from cut material	m ³	4964.4		
B34/16.0 2	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ - km	67500		
B34.15	Establishment of cold in-situ recycling / milling machine on site	sum	1		
B34.10	Compacting the floors of pavement excavations				

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

(i)	Rip and recompact 150mm deep insitu material to 95% MOD AASHTO density (Tarragona Road – Seal Point Blvd)	m ³	7800		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
3500	SECTION 3500: STABILIZATION				
35.01	Chemical stabilization extra over unstabilized compacted layers :				
(a)	Sub- Base layer, 200 mm thick	m ³	49644		
35.02	Chemical stabilizing agent				
(a)	CEM II A-L (32.5)	t	3045		
35.04	Provision and application of water for curing	kl	4170.		
B35.08	Bituminous stabilizing agent:				
B35.19	In-situ reconstruction of a pavement layer using a recycler to construct a:				
	(c) Foam bitumen stabilised base layer compacted to 102% of MDD:				
	(i) Using non-cemented material compacted to 150 to 300 mm layer thickness	m ³	13421		
B35.21	Finishing the stabilised layer:				
	(a) Slush with:				
	(i) Water	m ²	Rate only		
	(ii) Diluted stable-grade emulsion (15% residual bitumen) applied a between 0,5 to 0,75 ℓ/m2	m ²	Rate only		
	(b) Application of a fog spray (30% stable-grade emulsion) applied at 0,75 ℓ/m2	ℓ	Rate only		
3600	CRUSHED STONE BASE				
36.01	Crushed Stone Base				
	(e) Constructed from type G3 material obtained from commercial sources (150mm thick) compacted to 98% MOD AASHTO.	m ³	31 028		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
38.00	BREAKING UP EXISTING PAVEMENT LAYERS				
38.01	Excavating and removing existing bituminous material (except milled material): (a) Material intended for recycling with the average depth of excavation: (3) Not exceeding 50 mm	m ²	204000		
38.04	Excavating and Stockpiling or spoiling material from an existing pavement (a) Non- cemented material (i) Shoulder reuse or spoil (cut from built up areas of Tarragona Road – Seal Point Blvd) (ii) Layerworks, shoulder reuse (cut from built up areas of (R102 – Tarragona Road)	m ³ m ³	 5 670.0 2 160.0		
B38/16.0 2	Overhaul of materials hauled in excess of 1km (ordinary overhaul)	m3-km	156600		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
4100	PRIME COAT				
41.01	<p style="text-align: center;">Prime coat</p> <p>(c) MC-30 cut-back bitumen 0.75l/m²</p>	litre	194,513		
41.01	<p style="text-align: center;">Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment</p>	litre	10,000.00		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
4200	SECTION 4200: ASPHALT BASE AND SURFACING				
42.02	Asphalt Surfacing 60/70 penetration grade bitumen)				
	a) Medium grade continuously graded asphalt (40mm) For intersections	m2	30400		
42.04	Tack coat of 30% stable grade emulsion (0,75ℓ/m²)	litre	1 500.00		
42.05	Binder variations:				
	(a) Penetration grade bitumen	t	Rate only		
B42.10	Asphalt constructed for rehabilitation purposes				
	(a) Base constructed with new asphalt (state specified thickness, type of bitumen and maximum size of aggregate)				
	(i) Continuously graded	m²	Rate only		
	(b) Surfacing or overlay constructed from new asphalt (40mm thickness:				
	(iii) Continuously graded (medium grade) (homogeneous modified binder class A-E2)	m²	Rate only		
B42.22	Speed control humps constructed from continuously graded fine grade asphalt:				
	(a) Speed hump as per Dwg (Standard length = 9,8 m)	No	8.00		
	(b) Flat top speed hump as per Dwg (Standard length = 9,8 m)	No	4.00		
	(c) Extra-over subitem item B42.22(a) where the measured completed length differs from standard length	m	20.00		
	(d) Extra-over subitem item B42.22(b) where the measured completed length differs from standard length	m	12.00		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
4500	DOUBLE SEALS				
45.01	Double seals using:				
	(a) 13,2 mm & 6,7 mm (grade 1 aggregate, and 80/100 penetration grade bitumen)	m ²	259,350		
45.02	Bituminous binder variations:				
	(i) 80/100 penetration grade bitumen hot applied	litre	5,000		
45.03	Aggregate variations (grade 1):				
	(a) 13.2 mm aggregate	m ³	100		
	(d) 6.7 mm aggregate	m ³	100		
45.05	Precoating the 6.7mm aggregate at a rate of 12 l/m³				
	(a) Sacrosote 70 or similar (12l/m ³)	m ³	3,500		
	Trial sections:				
	(a) 13,2 mm & 6,7 mm (grade 1 aggregate, and 80/100 penetration grade bitumen)	m ²	3,000		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS				
48.01	Treatment with diluted bituminous emulsion (fogspray)				
	(b) 30% spray-grade emulsion @0,7 l/m ²	l	Rate Only		
48.03	Slurry seal:				
	(a) Tack coat of 30% stable grade emulsion (0,5l/m ²)	l	Rate Only		
	(c) Slurry applied by spreader box	m ³	Rate Only		
5100	SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching:				
	(b) Grouted stone pitching	m ²	1 000.00		
51.05	Concrete edge beam (for intersections) (class 25/19 concrete) 200 width x 300 depth	m ³	189		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
5400	SECTION 5400: GUARDRAILS				
B54.01	Guardrail on 3,81 m spaced posts:				
	(a) Complete galvanised system on:				
	(i) Timber posts (as per Dwg)	m	2 000		
	(i) Bull nose end treatment (as per Dwg) (including additional posts and guardrail length)	No	30		
54.04	End Treatments:				
	(a) End wings	No.	20		
	(c) Bridge adaptors	No.	10		
	(e) End treatments in accordance with the drawings where single guardrail sections are used	No.	20		
54.05	Additional Guardrail Posts:				
	(a) Timber	No.	50		
54.06	Reflective plates (as per Dwg)	No	2 000		
B54.07	Removing existing guardrails	m	1 100		
Total Carried Forward To Summary					

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SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
5600	SECTION 5600: ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from: c) Prepainted galvanized steel plate (chromadek 1,6mm thick or approved equivalent)				
	(i) Area not exceeding 2m2	m2	100.00		
56.02	Extra over B56.01 for using: (a) Background of retro-reflective material: (iii) Class I	m2	100.00		
	(b) Lettering, symbols, numbers, arrows, emblems (ii) Class III	m2	50		
56.03	Road sign supports (overhead road sign structures excluded) (a) Steel tubing (wall thickness 3mm) (i) 75mm (ii) 100mm (b) Timber 150mm	t t m	1 1.00 30		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometer posts)	m3	15		
56.06	Extra over item 56.05 for cement-treated soil backfill	m3	5		
56.07	Extra over item 56.05 for rock excavation	m3	5.00		
B56.10	Danger plates at culverts (a) Type A at stormwater culverts - 200mm*800mm	No	20		
B56.11	Dismantling and disposing of road signs (a) Hazard marker boards (b) Single sign posts (c) Multiple post ground mounted signs	No No No	20 5 5		
Total Carried Forward To Summary					

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE
ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE B – WORKS

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
5700	SECTION 5700: ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 150 mm wide	km	50		
	(b) Yellow lines (broken or unbroken):				
	(i) 150 mm wide	km	100		
	(d) White lettering and symbols	m2	200		
	(e) Yellow lettering and symbols	m2	200		
	(f) Transverse lines, painted islands and arrestor bed markings (any colour)	m2	200		
B57.05	Road studs (installation and maintenance):				
	(a) Type RSA-1 as described in subclause B5702(b) Table B5702/1:				
	(i) White / White	No	800.00		
	(ii) White / Red	No	150.00		
	(iii) Yellow / Red	No	1 200.00		
	(iv) Red / Red	No	300.00		
B57.07	Setting out and premarking the lines (Excluding traffic- island markings, lettering and symbols)	km	157.50		
B57.07	Re-establishing the painting unit at the end of the defects liability period	L/Sum	1.00		
57.08	Removal of existing, temporary or permanent road markings by:				
	(a) Sandblasting	m ²	2 000.00		
57.09	Removal of existing roadstuds	No	400.00		
Total Carried Forward To Summary					R 2 459 000.00

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE C – TESTING MATERIALS AND WORKMANSHIP

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
5900	SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road:	km	22.00		
Total Carried Forward To Summary					R 275 000.00

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

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Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
6400	CONCRETE FOR STRUCTURES				
64.01	Cast in-situ concrete:				
(a)	Durability concrete (Class W):				
(i)	Class W30/20 in walkway blocks on structures (300x300mm)	m ³	50		
Total Carried Forward To Summary					R

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

SCHEDULE C – MATERIAL TESTING AND WORKMANSHIP

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, PARAPETS AND DRAINAGE FOR STRUCTURES				
66.05	Expansion joints:				
(a)	400 x 75mm asphaltic plug joint to roadway	m	140		
(b)	Silicone Highway sealant 60mm wide x 25mm thick with backing chord in saw cut recess to sidewalk including 300 x 150 x 6mm thick galvanised "Vastrap"cover plates, complete as per drawings	m	33		
66.08	Sealing joints with				
(a)	Hot applied bituminous sealing compound, 10mm wide x 20mm deep to approach slabs	m	140		
66.16	Steel railings:				
(a)	300 x 300 x 8mm Steel handrail over bridge	m	360		
66.17	End blocks:				
(a)	In-situ concrete F-shape parapet end blocks [Class W30/19 inclusive of 110mm diameter service ducts]	No	8		
66.18	Numbers for structures:				
(a)	Numbers plates	No	8		
Total Carried Forward To Summary					R 600 000.00

SCMU10-25/26-0022 REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

Number	Item Description	Unit	Quantity	Rate	Amount (Rand)
7300	CONCRETE BLOCK PAVING FOR ROADS				
B73.01	Concrete block Paving				
	(a) Type S-A, with herringbone pattern - 60mm thick (with bedding and jointing sand)	m ²	7200		
73.02	Cast in situ edge and intermediate beams	m ³	90		
73.03	Provision of approved herbicide and ant poison				
	(a) Provision of materials	PC Sum	1	R 100,000.00	R 100,000.00
	(b) Contractors charges and profit added to the prime cost sum	%	R 100,000.00		
Total Carried Forward To Summary					R

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

**SUMMARY OF SCHEDULES OF QUANTITIES
SUMMARY OF SCHEDULE A: GENERAL**

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
B1800	B1800 SECTION B1800: DAYWORKS	
8100	TESTING MATERIALS AND WORKMANSHIP	
C	OCCUPATIONAL HEALTH AND SAFETY	
D	HIV/AIDS AWARENESS	
E	TARGETED LABOUR PARTICIPATION AND DEVELOPMENT	
F	ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION	
G	TARGETED SUBCONTRACTOR PARTICIPATION AND DEVELOPMENT	
	TOTAL CARRIED FORWARD TO CALCULATION OF TENDER SUM PAGE	

SUMMARY OF SCHEDULE B – WORKS

SECTION	DESCRIPTION	AMOUNT
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
3900	PATCHING AND REPAIRING EDGE BREAKS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
4500	DOUBLE SEALS	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE	
6400	CONCRETE FOR STRUCTURES	
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, PARAPETS AND DRAINAGE FOR STRUCTURES	
7300	CONCRETE BLOCK PAVING FOR ROADS	
	TOTAL CARRIED FORWARD TO CALCULATION OF TENDER SUM PAGE	

SIGNED BY TENDERER:.....

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO: SCMU10-25/26-0022

REHABILITATION OF MR00381, HUMANSDORP TO ST FRANCIS BAY/CAPE ST FRANCIS. PART OF R330 IN THE SARAH BAARTMAN DISTRICT

CALCULATION OF TENDER SUM

DESCRIPTION	AMOUNT
SCHEDULE A: GENERAL	R
SCHEDULE B: WORKS	R
SUBTOTAL A	R
<hr/>	
CONTINGENCIES (Add 10% of Subtotal A): Sum provided for shall apply in terms of Clause 6.6.3 of the Conditions of Contract.	R.....
CONTRACT PRICE ADJUSTMENT (Add 5% of Subtotal A): Sum provided for shall apply in terms of Clause 6.8.2 of the Conditions of Contract.	R
SUBTOTAL B	R
<hr/>	
SUBTOTAL C (SUBTOTAL A + SUBTOTAL B)	R
VALUE ADDED TAX (VAT) Add 15% of Subtotal C	R.....
TENDER SUM CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE (PG C1.2)	R

SIGNED BY TENDERER: