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

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT
TENDER NO: CSRT/BID01/2026/27

CONTRACT NUMBER

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

CLOSING DATE: 06 OCTOBER 2026 AT 11:00

CIDB GRADING MINIMUM: 8CE

VOLUME 1

Prepared for:

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS& TRANSPORT
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NAME OF BIDDER
BID AMOUNT
MAAA

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The Engineering and Construction Contract (NEC3) April 2013 published by Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 the South African Institution of Civil Engineering.

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

Volume 3: The **Project Document**, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see Note 3 below).

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

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

The conditions of tender are Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time.

Notes to Tenderer:

Note 1: Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 2: Volume 2 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

Note 3: Volume 4 is issued at tender stage by the Head: Department of COMMUNITY SAFETY, Roads and Transport and contains the following files:

At Contract stage Volume 4 will be a bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data
- Pricing Data
- Scope of Work
- Site Information

Note 4: Information provided by a tenderer over and above the above elements of volume 4 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

Note 5: For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:

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

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

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FOREWORD

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

THE TENDER consists of two parts, namely :

- **T1 : Tendering Procedures** ..... volume 1
- to be complied with by every Tenderer submitting a tender offer,

and

- **T2 : Documents to be returned by the Tenderer** ..... volume 1
- including the returnable schedules and forms to be completed by each Tenderer, some of which will eventually be incorporated into the contract between the successful Tenderer and the Employer.

THE CONTRACT consists of four parts, namely:

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

and

- **C4 : Site Information**..... volume 1

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

FORWARD

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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SECTION	DESCRIPTION	PAGE
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PART A **SBD 1**

INVITATION TO BID

BID NUMBER:	**CSR&T/BID01/2026/27**	CLOSING DATE: **06 OCTOBER 2026**	CLOSING TIME: **11:00**
DESCRIPTION	**THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.**		

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

PERM BUILDING

45 CHARLOTTE MAXEKE

BLOEMFONTEIN

9301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr K Koenane	CONTACT PERSON	JZ Oplet
TELEPHONE/CELLPHONE NUMBER	082 059 9726	TELEPHONE/CELLPHONE NUMBER	079 356 5692
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	koenanek@freetrans.gov.za	E-MAIL ADDRESS	opleto@freetrans.gov.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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
ARE YOU THE ACCREDITED EPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐YES☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐YES☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐YES☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐YES☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES☐ 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.

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.
2. TAX COMPLIANCE REQUIREMENTS
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7 IN BIDS WHERE CONSORTIA / ANY FORM OF PARTNERSHIPS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **8CE OR HIGHER**

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

T1.1.4 **Preferences**

The Tender will be subjected to **B-BBEE** preferential procurement policy framework as amended.

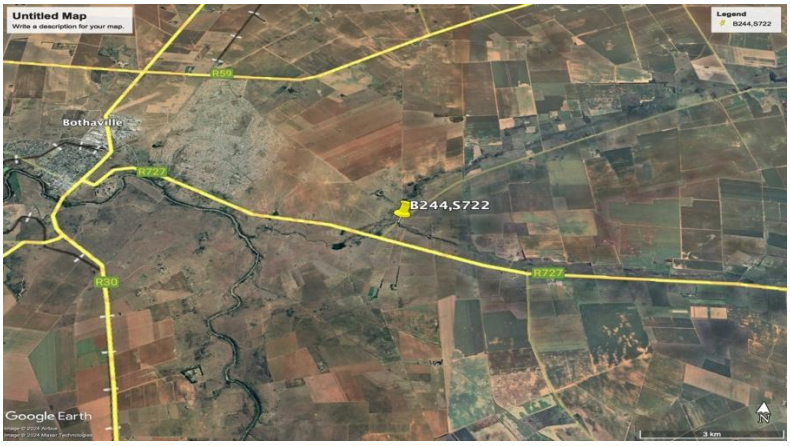
Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Department of Community Safety, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2010. The 90/10 in preferential procurementpoints system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2022.*

T1.1.5 **Tender Documents**

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

Mr J Z Oplet
Cell no. 079356592
Fax no.051 409 8683
E-mail: opleto@freetrans.gov.za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the **Bridge 244, S722 Near Bothaville, The geographic co-ordinates of the Bridge are: 27°29'24.30"S 26°39' 22.76"E** Thursday, **14 September 2026 AT 14:00**



T1.1.7 The closing time, date and venue for receipt of tenders will be Friday, **06 October 2026 AT 11:00AM** at the Perm building, Ground Floor, 45 Charlotte street, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

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

T1.2 STANDARD CONDITIONS OF TENDER

The conditions of tender are Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time.

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.

C.1 GENERAL

C.1.1 ACTIONS

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

1. A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 TENDER DOCUMENTS

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 INTERPRETATION

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) Conflict of interest means any situation in which:
   i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) An individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) Comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 COMMUNICATION AND EMPLOYER'S AGENT

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 PROCUREMENT PROCEDURES

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 TENDERER'S OBLIGATIONS

C.2.1 ELIGIBILITY

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and

the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 COST OF TENDERING

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 CHECK DOCUMENTS

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

C.2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS

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

C.2.5 REFERENCE DOCUMENTS

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

C.2.6 ACKNOWLEDGE ADDENDA

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

C.2.7 CLARIFICATION MEETING

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 SEEK CLARIFICATION

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 INSURANCE

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 PRICING THE TENDER OFFER

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

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

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 ALTERATIONS TO DOCUMENTS

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 ALTERNATIVE TENDER OFFERS

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 SUBMITTING A TENDER OFFER

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the
outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 CLOSING TIME

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 TENDER OFFER VALIDITY

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:
Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 PROVIDE OTHER MATERIAL

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 INSPECTIONS, TESTS AND ANALYSIS

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

C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 CHECK FINAL DRAFT

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

C.2.22 RETURN OF OTHER TENDER DOCUMENTS

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 CERTIFICATES

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 RESPOND TO REQUESTS FROM THE TENDERER

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 ISSUE ADDENDA

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 RETURN LATE TENDER OFFERS

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

C.3.4 OPENING OF TENDER SUBMISSIONS

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the

presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 TWO-ENVELOPE SYSTEM

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 NON-DISCLOSURE

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

C.3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION

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

C.3.8 TEST FOR RESPONSIVENESS

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

a) Complies with the requirements of these Conditions of Tender,
b) Has been properly and fully completed and signed, and
c) Is responsive to the other requirements of the tender documents.

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

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

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

C.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
a) The gross misplacement of the decimal point in any unit rate;
b) Omissions made in completing the pricing schedule or bills of quantities; or
c) Arithmetic errors in:
   i) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) The summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 CLARIFICATION OF A TENDER OFFER

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

C.3.11 EVALUATION OF TENDER OFFERS

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer’s obligations in

submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 GENERAL

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.

Method 1 : Financial offer **(N/A)**	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences **(N/A)**	**1) Score tender evaluation points for financial offer.** **2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.** **3) Calculate total tender evaluation points.** **4) Rank tender offers from the highest number of tender evaluation points to the lowest.** **5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.**

Method 3 : Financial offer and quality **(N/A)**	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend Tenderer with the highest number of tender evaluation pointsfor the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend Tenderer with the highest number of tender evaluation pointsfor the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

C.3.12 INSURANCE PROVIDED BY THE EMPLOYER

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

C.3.13 ACCEPTANCE OF TENDER OFFER

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) Has the legal capacity to enter into the contract;
d) Is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) Complies with the legal requirements, if any, stated in the tender data; and
f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 PREPARE CONTRACT DOCUMENTS

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) Addenda issued during the tender period,
b) Inclusion of some of the returnable documents and
c) Other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 COMPLETE ADJUDICATOR'S CONTRACT

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

C.3.16 REGISTRATION OF THE AWARD

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 PROVIDE COPIES OF THE CONTRACTS

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION

C.1.1.1 Evaluation Criteria

The Bids will be evaluated on Mandatory requirements, Functionality, Price and Specific goals whereby potential service providers are **expected to score minimum points of 27 out of 45 for functionality**. Failure to score the required minimum score of 27 points, then the bidder will be disqualified;

Further, all bids that have scored equal or more than 27 points for functionality will be evaluated using 90/10 preference points system, as the anticipated that, project cost for the request to Bid is more than R50 000 000.00.

NB: It must be noted that functionality will be evaluated separately from price and specific goals.

The Bids will be evaluated on a Three Phases Process:

- Phase 1: Mandatory Requirements
- Phase 2: Functionality – 45 Points
- Phase 3: Price and Specific goals

C3.11.2. Phase 1-mandatory requirements:

Attendance of briefing session

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

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

Date: 14 September 2026

Venue: **Bridge 244 (27° 29'24.30"S 26°39' 22.76"E)**

Time: 14h00

***Technical enquiries**: Mr. Zwele Oplet*

Email address: OpletO@freetrans.gov.za

***SCM Enquiries**: Mr K Koenane@082 0599 726;*

Email: Koenanek@freetrans.gov.za

- Provide a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Sub- Contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number);
- Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black ink non-erasable and attach all returnable documents.

- Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA……)
- Copy of **Companies and Intellectual Property Commission** (CIPC) and Certified copies of **identity documents** of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.
- Bidders must attach a valid CIDB registration on Level 8CE or Higher;
- In case of a joint venture the bidder must attach:

  ✓ A joint venture agreement duly signed by both parties, and
  ✓ Certificate of Authority for Signature (Power of Attorney)
  ✓ CIDB grading calculated in the name of the Joint Venture must also be attached.

C3.11.3 Phase 2: Functionality – 45 Points

Functionality Assessment is based on the table below:

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
Experience	Bidders must submit Copies of Appointment and completion letter with traceable reference to be attached as proof. Appointment & Completion letters will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided. ✓ If contains contact details, signed, and dated by authorised personnel. ✓ Each project of the magnitude should be atleast 50 million rands and above per project ✓ Appointment letter and completion certificate should not be older than 01 January 2016.	5 Projects of similar type and magnitude (roads & bridges)	15	**15**
		3-4 Projects of similar type and magnitude (roads & bridges)	10	
		1-2 Projects of similar type and magnitude (roads & bridges)	5	
		0 Projects of similar type	0	
Capacity **NB**: Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: *01/07/2016 to 31/07/2021 (5 Years)*	**Contracts Manager** Years of experience and qualification in Civil Engineering B. Tech or Degree. **(ECSA Registered as professional)** ***NB: Attach employment contract of the member or service level agreement with the member in the event of the project acceptance (signed by both parties). Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!! In the unfortunate event the contractor replaces the member, can only do so by a member of the same credentials; to be approved by the Project Manager.***	15 or more years in roads & bridges construction and maintenance experience & qualification on similar works **Qualification in Civil Engineering B. Tech or Degree- CV; Certification of certificates by SAPS not older than 3 months must be attached (ECSA Registration as a professional)**	15	**15**
		10-14 years in roads & bridges construction and maintenance experience & qualification on similar works **Qualification in Civil Engineering B. Tech or Degree- CV; Certification of certificates by SAPS not older than 3 months**	10	

		must be attached. (ECSA Registration a professional)		
		5 -9 years in roads & bridges construction and maintenance experience on similar works & qualification **Civil Engineering National diploma; or B. Tech or Degree- CV; Certified of Certificate must be attached. (ECSA Registration a professional)**	7	
	Site Agent: Years of experience and qualification in Civil Engineering Diploma.CV's and certified copies of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated. **(Registered with SACPCMP-Construction Manager)** ***NB: Attach employment contract of the member or service level agreement with the member in the event of the project acceptance (signed by both parties. Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!! In the unfortunate event the contractor replaces the member, can only do so by a member of the same credentials; to be approved by the Project Manager.***	5 or more years in roads & bridges construction and maintenance experience & qualification on similar works - **Certification of certificates by SAPS not older than 3 months must be attached..**	10	10
		2-4 years' in roads & bridges construction and maintenance experience & qualification on similar works - **Certified copies of Certificate to be attached certified by SAPS not older than 3 months.**	5	
Locality: Locally based office within Free State	*Locality as per CIPC registration (falsification of locality well lead to disqualification from participating in the contract) The business address should have remained the same since January 2016*	Free State based offices.	5	5
		Outside Free State Province based offices	1	
Maximum possible score				**45**

NB:A tender that fails to obtain the minimum qualifying score of 27 points for functionality as indicated in the *Table* above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluatedin terms of price and the preference point system.

3.11.2.3 Phase 3: Price and Specific goals

PHASE 3: PREFERENCIAL CLAIM POINTS IN TERMS OF PREFERENCIAL PROCUREMENT REGULATION SYSTEMS

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise with ownership of **51% or more** by person/s who are **black** person/s.	**3**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s who are **women.**	**2**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s who are **youth.**	**2**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s with **disability.**	**2**	CIPC and all active members/shareholders	

		Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by persons who are **military veterans.**	**1**	Military veteran profile (including force number, three referees and detachment and commander.	
Total	**10**		

C.1.1.2 Method of awarding bids in the Province

- ✓ Bidders are requested to bid in accordance with the bid document.

THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF

- ✓ Bids are valid for 90 days.
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Community Safety, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ The Department reserves the right to appoint more than one service provider.
- ✓ Bidders who falsify any information will be disqualified if any false information is discovered during the contract period. The Department reserves the right to terminate the contract immediately
- ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements.
- ✓ Department reserve the rights to disqualify or terminate the contractor should it find that the candidates or professionals used during tendering are not physically active in implementation process.
- ✓ Copy of Companies and Intellectual Property Commission (CIPC).
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.
- ✓ List of proposed team/s to work on the project and their responsibilities as outline on functionality under capacity.
- ✓ **No late/faxed/e-mailed/posted submissions will be accepted or considered.**

C.1.1 Insurance provided by the Employer

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

C.1.2 Acceptance of tender offer

C.1.1.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

C.1.1.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completingand returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer andAcceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offerand Acceptance.

F.1.1 Notice to unsuccessful Tenderers

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

F.1.2 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the Employer and the successful Tenderer, and

d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.1.3 Issue final contract

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

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

F.1.4 Complete adjudicator's contract

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

F.1.5 Provide copies of the contract

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

T1.3 TENDER DATA

T1.3.1 GENERAL

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

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

Clause number	Wording
F1.	**GENERAL**
F.1.2	**Tender documents**

The tender documents issued by the Employer comprise of:

a) VOLUME 1 : PROJECT DOCUMENT

This volume is the Project Document for the identified contract number CSRT/BID01/2026/27 and contains the following sections:

THE TENDER

PART T1: TENDERING PROCEDURES

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

PART T2: RETURNABLE DOCUMENTS

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

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

PART C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS
C3.2 PROJECT SPECIFICATIONS
C3.3 PARTICULAR SPECIFICATIONS

PART C4: SITE INFORMATION

c) VOLUME 2: BOOK OF DRAWINGS

There is no Volume 2 - Book of Drawings for CSRT/BID01/2026/27

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

d) VOLUME 3: ***The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.***

e) VOLUME 4 : ***The COTO Standard Specifications for Road and Bridge Works for south African Road Authorities(Draft Standard October 2020)***, issued by the **Committee of Land Transport Officials**.

f) ***The Occupational Health and Safety Act 18th Edition of Construction Regulations GNR.929 of 25 June 2014 .***This document is obtainable separately, and Tenderers shall obtain their own copies.

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

(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004, and amendments

(ii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

(iii) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

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

(iv) Asphalt Academy May 2009 publication "TG2 Second Edition, Technical guideline: Bitumen Stabilised Materials".

F.1.4 Communication and Employer's Agent

The Employer's Agent: Mr Z Oplet

Address	:	Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no	:	051 409 8687
Fax no	:	051 409 8683
e-mail	:	opleto@freetrans.gov.za

The Employer s agent representative as per GCC 2015 is JZ Oplet

Address	:	Medfontein Building Room 319, 153 St. Andrew Street, BLOEMFONTEIN.
Cell no	:	082 0599 705
Fax no	:	051 409 8683
e-mail	:	opleto@freetrans.gov.za

F2.1 Eligibility

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

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

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **8CE OR HIGHER** class of construction work; and

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

c) Tenderers need to ensure that they are registered in the grading in which they tender if their tender price differs from the grading as specified

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

a) every member of the joint venture is registered with the CIDB;
b) the lead partner has a contractor grading designation in the **8CE OR HIGHER** class of constructionwork; or
c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8CE OR HIGHER** class of construction work.

F2.7 Site visit and clarification meeting

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

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

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

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

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

F2.12. Alternative tender offers

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

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

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

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

F2.13 Submitting a tender offer

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

F2.13.7 **The Employer's address:**

The Head
Department of Community Safety, Roads
and Transport PO Box 690
Room 226

Location of tender box : As stated

Identification details : Contract no: CSRT/BID01/2026/27

DESCRIPTION OF PROJECT :

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

F2.15 Closing time

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

F2.16 Tender offer validity

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

F2.18 Provide other material

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

F2.23 Certificates

The following certificates need to be included in the Tender:

a) A valid Tax Clearance Certificate for the Tenderer or for each of the JV partners if tendered in a Joint Venture, issued by the South African Revenue Services;

b) The Tenderer's CIDB Registration Certificate or the Joint Venture's members' CIDB Registration Certificates with an indication of the senior partner.

F3.4 Opening of tender submissions

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

F3.5 Two-envelope system

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

F3.11 Evaluation of tender offers

F3.11.1 Due to the nature of the tendering process, with negotiated rates, the tenders will be evaluated and the rates balanced to suit the particular Contractor's circumstance.

F3.11.2 **Scoring quality**

No points will be allocated to scoring of quality.

F3.13 Acceptance of tender offer

F3.13.1 **Tender offers will only be accepted if:**

a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;

b) the Tenderer submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services;

c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission;

d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;

e) the Tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;

f) the Tenderer included with its tender the contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it is registered in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act;

g) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

h) the Tenderer has not:

i) abused the Employer's Supply Chain Management System; or

ii) failed to perform on any previous contract and has been given a written notice to this effect

i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F3.18 Provide copies of the contract

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

RETURNABLE DOCUMENTS

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

PART T2 : RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

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

All the certificates and forms to be provided with the tender are listed in the Tender Data under C2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following :

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

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SECTION	DESCRIPTION
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS .....
SCHEDULE B	CERTIFICATE OF AUTHORITY .....
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE .....
SCHEDULE D	PLANT AND EQUIPMENT .....
SCHEDULE E	EXPERIENCE OF TENDERER .....
SCHEDULE F	TENDERER'S KEY PERSONNEL .....
SCHEDULE G	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES .....
SCHEDULE H	TENDERER'S HEALTH AND SAFETY PLAN AND DECLARATION .....
SCHEDULE I	TENDERER'S CERTIFICATE OF REGISTRATION WITH CIDB .....
SCHEDULE J	PRICING SCHEDULE – FIRM PRICES (PURCHASES) SBD3 .....
SCHEDULE K	DECLARATION OF INTEREST .....
SCHEDULE L	PREFERENCIAL PROCUREMENT REGULATIONS 2022.....

T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT …….

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER ……..

NOTE: **The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.**
Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

The same applies to the Preferential Procurement Schedule in T2.2.2.

SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNATURE: .....……..……...

SCHEDULE B: CERTIFICATE OF AUTHORITY

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

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) ANY FORM OF PARTNERSHIP	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

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

Managing Director: .....

(ii) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR ANY FORM OF PARTNERSHIP

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Any form of partnership.

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

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of sole owner: .....

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

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

SCHEDULE C : ` COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of any form of partnership, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1 : Name of enterprise :
Section 2 : VAT registration number :
Section 3 : CIDB registration number :
Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

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

Section 5 : Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6 : Record of service of the state

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

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

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

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

Note : Insert separate page if necessary

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

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

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

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

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

Note : Insert separate page if necessary

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

i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

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

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

SCHEDULE D: PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Note: Attach additional pages if more space is required

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

SIGNATURE: .....……..……..

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E: EXPERIENCE OF TENDERER

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

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

SIGNATURE: .....……...……..

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

SCHEDULE F: TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE: .....……...……...

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

SCHEDULE G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

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

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

SIGNATURE: .....……..……..

ATTACH ALTERNATIVES HERE

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

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE: .....

CONTRACTOR'S SAFETY PLAN

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

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

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)

    - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.

2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)

    - Details of the Construction Supervisor and his appointed assistants (if any);
    - Details of the Construction Safety Officer, full-time or part-time;
    - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.

3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)

    - Details of a proper risk assessment on which his health and safety plan is based;
    - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.

4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)

    - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

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

2. Safe Work Practices and Procedures

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

3. OHS Training

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

4. Health and Safety Workplace Inspection.

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

5. Health and Safety Consultation.

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

6. OHS Performance Monitoring.

		Yes		No
6.1	Is there a system for recording and analyzing health and safety performance statistics?			
6.2	Are employees regularly provided with information on company health and safety performance?			
6.3	Has the company ever been convicted of an occupational health and safety offence?			

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

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

SCHEDULE I: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

SCHEDULE J: **SBD 3.1**

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……	Bid number……CRS&T/BID01/2026/27.....
Closing Time 11:00am	Closing date: 06 OCTOBER 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: ……
- At: ……
- Brand and model ……
- Country of origin ……
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……
- Period required for delivery ……

  *Delivery: Firm/not firm
- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

***Delete if not applicable**

SCHEDULE K: **SBD 4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. Bidder's declaration

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of State institution

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

2.3.1 If so, furnish particulars:
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

2 GENERAL DECLARATION

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

2.1 I have read and I understand the contents of this disclosure.

2.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

2.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

2.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

2.5 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.

2.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

2.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……..

Designation Name of bidder

SCHEDULE L: **SBD 6.1**

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

This preference form must form part of all 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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. 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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise with ownership of **51% or more** by person/s who are **black** person/s.	**3**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s who are **women.**	**2**	CIPC and all active members/shareholders Certified Certificates and Certified ID	

		copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s who are **youth.**	**2**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by person/s with **disability.**	**2**	CIPC and all active members/shareholders Certified Certificates and Certified ID copies. NOT older than 3 months, with clear dates of certification by SAPS	
Enterprise with ownership of **51% or more** by persons who are **military veterans.**	**1**	Military veteran profile (including force number, three referees and detachment and commander.	
Total	**10**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Any form of partnership / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…….
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……
……

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C1.2 **GENERAL REQUIREMENTS AND PROVISIONS**

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C1.2.1			**Environmental Management**				
	C1.2.1.1		Monitoring of compliance with and reporting on the EMP	month	18		
C1.2.2			**Programming and Reporting**				
	C1.2.2.3		Submission of a Scheme Initial Programme	lump sum	1		
	C1.2.2.4		Submission of a Scheme Full Programme	lump sum	1		
	C1.2.2.5		Reviewing and updating a Scheme programme every month	month	18		
	C1.2.2.6		Preparation and submission of all information and reports specified in the Contract Documentation	month	18		
	C1.2.3.11		Other road maintenance work ordered by the Engineer	provisional sum	Prov	Sum	R 500 000,00
	C1.2.3.12		Handling cost, profit and all other charges in respect of item C1.2.3.11	percentage (%)	R 500 000,00		
	C1.2.3.13		Liaison with the routine road maintenance contractor	month	18		
C1.2.4			**Stakeholder liaison**	month	18		
C1.2.5			**Safety**				
	C1.2.5.1		Health and safety plan	lump sum	1		
	C1.2.5.2		Implementation of health and safety plan	month	18		
C1.2.6			**Work adjacent to properties**				
C1.2.7			**Road safety audits**				
C1.2.8			**Dayworks**				
	C1.2.8.1		Personnel				
		(a)	Unskilled labourer	hour (h)	100		
		(b)	Semi-skilled labourer	hour (h)	100		
		(c)	Skilled labourer	hour (h)	100		
		(d)	Gang leader	hour (h)	100		
		(e)	Foreman	hour (h)	100		
		(f)	Skilled artisan	hour (h)	100		
	C1.2.8.3		Vehicles *(specify size)*				
		(a)	Light delivery vehicle	kilometre (km)	1000		
		(b)	Flatbed truck	kilometre (km)	500		
		(c)	Dump truck	kilometre (km)	500		
		(d)	Other vehicles *(specify)*	kilometre (km)	100		
	C1.2.8.4		Materials				
		(a)	Procurement of materials	provisional sum	1	R 100 000,00	R 100 000,00
		(b)	Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)	R 100 000,00		
C1.2.9			**Disposal of non-useable assets**				
	C1.2.9.2		Disposal of non-useable assets not identified at time of tender	provisional sum	1	R 50 000,00	R 50 000,00
	C1.2.9.3		Handling cost, profit and all other charges in respect of item C1.2.9.2	percentage (%)	R 50 000,00		
TOTAL CARRIED FORWARD TO SUMMARY							

C1.3			CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
PC1.3.1			**The Contractor's general obligations**				
	C1.3.1.1		Fixed obligations	lump sum	1		
	C1.3.1.2		Value-related obligations	lump sum	1		
	C1.3.1.3		Time-related obligations				
		(a)	Mobilisation period	month	1		
		(b)	Execution of the works	month	18		
C1.3.2			**Contract sign boards**	m^2	10		
TOTAL CARRIED FORWARD TO SUMMARY							

C1.4 FACILITIES FOR THE ENGINEER

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C1.4.1		**Site accommodation**				
	C1.4.1.1	Offices and conference room	m^2	18		
	C1.4.1.2	Laboratories	m^2	12		
	C1.4.1.5	Store rooms inside the laboratory	m^2	10		
	C1.4.1.6	Car ports	No.	1		
	C1.4.1.7	Ablution unit *(equipped as specified)*	No.	2		
	C1.4.1.13	Rented housing paid for by the Contractor	provisional sum	1	R 270 000,00	R 270 000,00
	C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	percentage (%)	R 270 000,00		
C1.4.2		**Items measured by area**				
	C1.4.2.8	Notice boards	m^2	1		
	C1.4.2.9	White boards	m^2	2		
C1.4.3		**Items measured by number**				
	C1.4.3.1	Office swivel chair	No.	2		
	C1.4.3.2	Office chair	No.	2		
	C1.4.3.3	Draughtsman's stool	No.	1		
	C1.4.3.5	Office desk with 3 drawers *(at least one lockable drawer)*	No.	1		
	C1.4.3.8	Conference table	No.	1		
	C1.4.3.10	Filing cabinet	No.	1		
	C1.4.3.11	General purpose steel cabinet with shelves	No.	2		
	C1.4.3.13	220/250 volt power outlet plug point	No.	2		
	C1.4.3.15	Single 1500m, 58 watt fluorescent tube ceiling light	No.	2		
	C1.4.3.19	Wash-hand basin	No.	1		
	C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No.	1		
	C1.4.3.24	Air-conditioning unit	No.	1		
	C1.4.3.25	Heater	No.	1		
	C1.4.3.26	Concrete specimen curing bath	No.	1		
	C1.4.3.27	Waste paper basket	No.	1		
	C1.4.3.28	UPS / Voltage stabiliser	No.	1		
	C1.4.3.29	A3 / A4 colour printer, copier, scanner	No.	1		
	C1.4.3.31	Rain gauge	No.	1		
	C1.4.3.32	Minimum/maximum atmospheric temperature gauge	No.	1		
	C1.4.3.33	Digital thermometer	No.	1		
	C1.4.3.35	3,0m aluminium straight edge complete with two measuring wedges	No.	1		
	C1.4.3.36	Measuring wheel	No.	1		
	C1.4.3.37	First aid kit	No.	1		
C1.4.4		**Prime cost items**				
	C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	prime cost (PC) sum	1	R 25 000,00	R 25 000,00
	C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	(%)	R 25 000,00		
	C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	prime cost (PC) sum	1	R 25 000,00	R 25 000,00
	C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	percentage (%)	R 25 000,00		
	C1.4.4.7	The provision of paper and ink for a combination colour printer/copier/scanner	prime cost (PC) sum	1	R 25 000,00	R 25 000,00
	C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	(%)	R 25 000,00		
	C1.4.4.9	The provision of a complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	prime cost (PC) sum	1	R 25 000,00	R 25 000,00
	C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	(%)	R 25 000,00		
C1.4.5		**Services at site offices, laboratories and site accommodation**				
	C1.4.5.1	Fixed costs	lump sum	1		
	C1.4.5.2	Running costs	month	18		
C1.4.6		**Office staff**				
	C1.4.6.1	Secretary / receptionist	month	0		
	C1.4.6.2	Technical assistant	month			
C1.4.8		**Site security measures for the Engineer's facilities**				
	C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	lump sum	1		
	C1.4.8.2	Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	month	0		
TOTAL CARRIED FORWARD TO SUMMARY						

ACCOMMODATION OF TRAFFIC

DESCRIPTION	UNIT	QTY	RATE	AMT
Accommodation of pedestrian and non-motorised traffic				
Accommodation of vehicular traffic	provisional sum	Prov	Sum	R 700 000,00
Handling cost, profit and all other charges in respect of item C1.5.12.1	%	R 700 000,00	10,00%	R 70 000,00
Liaison with traffic authorities	month	18		
Traffic safety officer	man-month	18		
Traffic safety vehicle	month	18		
Provision of safety equipment for visitors				
Provision of reflective safety vests for visitors	No	10		
Provision of hard hats for visitors	No	10		
Additional traffic accommodation facilities ordered by the Engineer:				
Provision of additional traffic accommodation facilities	provisional sum	Prov	Sum	R 30 000,00
Handling cost, profit and all other charges in respect of item C1.5.12.1	%	R 30 000,00	10,00%	R 3 000,00
TO SUMMARY				

CLEARING AND GRUBBING

DESCRIPTION	UNIT	QTY	RATE	AMT
Clearing				
Clearing with machines and some hand labour where necessary	ha	1		
Clearing with hand labour only when labour enhanced work is specified	ha	0,25		
Clearing for new fence lines *(over a width of 2,0m)*	km	0,25		
Clearing for service trenches *(over the agreed width required)*	m^2	0		
Grubbing				
Grubbing with machines and some hand labour where necessary	ha	0,50		
Removal and grubbing of large trees and tree stumps:				
Girth equal to or exceeding 1,0m up to and including 2,0m	No.	10		
Girth exceeding 2,0m up to and including 3,0m	No.	5		
Removal of existing structures				
Provisional sum of the structures to be removed for construction.	lump sum	1		
Conservation of topsoil:				
Stockpiling topsoil	m^3	100		
Disposal of hazardous waste material:				
Disposal of hazardous waste material at an approved hazardous waste material facility	provisional sum	Prov	Sum	R 50 000,00
Handling cost, profit and all other charges in respect of item C1.6.10.1	%	R 50 000,00	10,00%	R 5 000,00
RWARD TO SUMMARY				

GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES

		DESCRIPTION	UNIT	QTY	RATE	AMT
		Location, identification, protection and relocation of existing services				
C2.1.1.1		Contractor's obligations	lump sum	1		
C2.1.1.2		Permanent services relocation or protection work by others	PC sum	1	R 150 000,00	R 150 000,00
C2.1.1.3		Handling costs and profit in respect of item C2.1.1.2 above	%	R 150 000,00		
C2.1.1.4		Permanent services relocation or protection work by the Contractor	provisional sum	1	R 150 000,00	R 150 000,00
		Existing services location, detection and verification				
C2.1.2.1		Using specialist detection services *(ground penetrating radar, radio detection etc.)*	PC sum	1	R 30 000,00	R 30 000,00
C2.1.2.2		Handling costs and profit in respect of item C2.1.2.1 above	%	R 30 000,00		
C2.1.2.3		Survey to verify existing service positions	PC sum	1	R 10 000,00	R 10 000,00
C2.1.2.4		Handling costs and profit in respect of item C2.1.2.3 above	%	R 10 000,00		
C2.1.2.5		Using hand excavation to locate, expose and verify services	m^3	50		
		Obtaining construction or work permits	lump sum	1		
		Provision of guarantees or deposits for services				
C2.1.4.1		Providing guarantees and deposits	PC sum	1	R 50 000,00	R 50 000,00
C2.1.4.2		Handling costs and profit in respect of item C2.1.4.1 above	%	R 50 000,00	10%	R 5 000,00
		Provision of record drawings and applicable data	lump sum	1		
RRIED FORWARD TO SUMMARY						

ALTERNATIVE MATERIALS INVESTIGATIONS

DESCRIPTION	UNIT	QTY	RATE	AMT
Additional material investigations				
Cost of sampling and laboratory testing	PC sum	1	R 800 000,00	R 800 000,00
Handling cost and profit in respect of item C4.5.1.1	%	R 800 000,00	10%	R 80 000,00
RWARD TO SUMMARY				

ROAD PAVEMENT LAYERS

		DESCRIPTION	UNIT	QTY	RATE	AMT
		Compiling and implementing M&U plans for the construction of all the pavement layers.	No		Rate Only	
		Construction of pavement layers				
C5.3.2.1		Construction of layers using conventional construction methods:				
		G1 Base Gravel 300mm compacted in 2 layers 150mm to 95% of MDD	m3		Rate Only	
	(i)	G5 Lower subbase gravel platform layer (unstabilised) *(300mm)* compacted in 2 layers of 150mm to 95% of MDD	m3		Rate Only	
RRIED FORWARD TO SUMMARY						R -

	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION			
DESCRIPTION	**UNIT**	**QTY**	**RATE**	**AMT**
Stone pitching				
Grouted stone pitching with mortar	square metre (m^2)	400		
Provision of approved herbicide and ant poison:				
Provision of materials	prime cost (PC) sum	Prime	R 50 000,00	R 50 000,00
Contractor's charges and profit added to the prime cost sum	percentage (%)	R 50 000,00	10%	R 5 000,00
RD TO SUMMARY				

	NON-STRUCTURAL GABIONS			
DESCRIPTION	**UNIT**	**QTY**	**RATE**	**AMT**
Surface preparation for bedding the gabion boxes and mattresses prov	square metre (m^2)	250		
Gabion boxes and mattresses:				
Excavating all material situated within the following depth ranges below 1.5-3m	cubic metre (m3)	430		
Galvanized gabion boxes (2mx1m x1m)	cubic metre (m^3)	50		
PVC coated gabion boxes *(dimensions of box)*	cubic metre (m^3)			
Galvanized gabion mattresses *(6,0 m x 2,0 m x 0,3 m deep, 80 mm x 100 mm mesh with 2,7 mm diameter wire, diaphragm spacing 1,0 m)* prov	cubic metre (m^3)	20		
PVC-coated gabion mattresses *(dimensions of mattress)*	cubic metre (m^3)			
Synthetic Geotextile	square metre (m^2)	400		
RD TO SUMMARY				

C11.4			ROAD RESTRAINT SYSTEMS				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C11.4.1			**Erecting of guardrails at 3,81m spacing**				
	C11.4.1.1		Complete galvanized system compliant to SANS 1350:				
		(a)	On timber posts *(Drawing reference)*	metre (m)	240		
		(d)	Extra over C11.4.1.1(a) and C11.4.1.1(b) for excavating holes of posts using labour enhanced methods (soft and intermediate)	metre (m)	12		
	C11.4.1.2		Terminal sections for 3,81 guardrails comprising of:				
		(a)	End wings to SANS 1350	number (No.)	4		
		(g)	Extra over C11.4.1.2(d) and C11.4.1.2(e) for excavating holes for posts using labour enhanced methods (soft and intermediate)	1	2		
C11.4.6			**Reflective plates**				
	C11.4.6.1		Plastic plates	number (No.)	50		
TOTAL CARRIED FORWARD TO SUMMARY							

C13.1			FOUNDATIONS				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C13.1.1			**Provision of designs and drawings of permanent and temporary works by an ECSA-registered Professional Engineer**	lump sum	1	R 8 500 000,00	R 8 500 000,00
C13.1.2			**Additional foundation investigations:**				
	C13.1.2.1		Provisional sum allowed for additional foundation investigations	PC sum	1	R 450 000,00	R 450 000,00
	C13.1.2.2		Handling costs and profit in respect of item C13.1.2.1	%	R 450 000,00	10%	R 45 000,00
134.1.3			**Excavation:**				
	C13.1.3.1		Excavating soft material situated within the following successive depth ranges:				
			100m Bridge				
		(a)	0m up to 1,5m	m^3	420		
		(b)	> 1,5m and < 3,0m	m^3	330		
	C13.1.3.3		Extra over subitem C13.1.3.1 for additional excavation required by the Engineer after excavation is complete	m^3	10		
	C13.1.3.4		Extra over subitem C13.1.3.1 for excavation by hand	m^3	10		
	C13.1.3.5		Extra over subitem C13.1.3.1 for excavation in hard material irrespective of depth	m^3	100		
C13.1.4			**Excavation by labour enhanced methods:**				
	C13.1.4.1		Excavate in soft material situated within the following successive depth ranges:				
		(a)	0m up to 1,5m	m^3	10		
	C13.1.4.2		Extra over item C13.1.3.1(a) for excavation in intermediate material	m^3	10		
	C13.1.4.3		Extra over item C13.1.3.1(a) for additional excavation required by the Engineer after excavation is complete	m^3	10		
C13.1.5			**Mass excavation within a restricted area (extra over item C13.1.3)**	m^3			
C13.1.6			**Access and drainage:**				
	C13.1.6.1		Access	lump sum	1		
	C13.1.6.2		Drainage	lump sum	1		
C13.1.7			**Backfill to excavations utilising:**				
	C13.1.7.1		Material from excavation	m^3	233		
	C13.1.7.2		Imported material G5	m^3	637		
	C13.1.7.3		Soil cement	m^3	10		
C13.1.8			**Backfill to excavations utilising labour:**				
	C13.1.8.1		Material from excavation	m^3	10		
	C13.1.8.2		Imported material	m^3	10		
	C13.1.8.3		Soil cement	m^3	10		
C13.1.9			**Fill within a restricted area (extra over item C5.2.2)**	m^3	100		
C13.1.10			**Haul in excess of 1,0 km on excavated material and on material imported for backfill, foundation fill and fill for caissons**	m^3.km	21263		
C13.1.11			**Haul in excess of 50 metres on excavated material and on foundation fill for labour enhanced construction**	m^3.km	200		
C13.1.12			**Overbreak in excavation in hard material (provisional)**	m^2	60		
C13.1.13			**Overbreak in excavation in hard material for labour enhanced construction**	m^2			
C13.1.14			**Foundation fill consisting of:**				
	C13.1.14.1		Rock fill	m^3	100		
	C13.1.14.2		Crushed-stone fill	m^3	50		
	C13.1.14.3		Compacted granular material	m^3			
	C13.1.14.4		Mass concrete provisional *(class 15/38))*	m^3	40		
	C13.1.14.5		Concrete blinding *(50mm Clas 15/20))*	m^3	20		
	C13.1.14.6		Plum concrete *(class indicated)*	m^3			
	C13.1.20.1		Drilling and preparation of holes (25mm diameter and 5m depth)	metre (m)	400		
	C13.1.20.2		Supply and installation of dowel bars (25mm, diameter, 5m length, corrosion protection, together with epoxy grout or similar)	kilogram (kg)	1900		
			Foundation lining (DPM 250micron)	square metre (m2)	100		
C13.1.23			**Lateral support for excavations:**				
	C13.1.23.1		Excavation or fill at *(indicate location)*				
		(a)	0m to 2,5m depth	m^2	200		
TOTAL CARRIED FORWARD TO SUMMARY							

		FALSEWORK, FORMWORK AND CONCRETE FINISH			
	DESCRIPTION	**UNIT**	**QTY**	**RATE**	**AMT**
	Bridge 100m				
	Formwork to provide *(class of finish indicated as F1, F2, F3 or board)* **surface finish to** *(description of member to which applicable)*				
	Vertical formwork to provide Class F1 surface finish to				
(a)	Foundation to Abutments,wing walls, piers,	square metre (m^2)	420		
(b)	Concealed surfaces to abutments, return walls, ear wings, wing walls and retaining walls	square metre (m^2)	160		
(c)	Concealed surfaces to deck	square metre (m^2)	120		
(d)	Approach slabs	square metre (m^2)	20		
	Vertical formwork to provide Class F2 surface finish to				
(a)	Exposed surfaces to abutments and return walls	square metre (m^2)	440		
(b)	Piers	square metre (m^2)	480		
(c)	Sides of deck	square metre (m2)	100		
	Horizontal formwork to provide:				
	Class F1 surface finish				
(a)	Concealed surfaces to abutments, approach slabs and earwings	square metre (m^2)	20		
	Class F2 surface finish to				
(b)	Deck soffit, cantilever soffits and end of diaphragms	square metre (m^2)	1050		
	Inclined formwork to provide:				
	Class F1 surface finish to				
(c)	Concealed surfaces of ear wings, diaphragm and anchor block	square metre (m^2)	15		
	Class F2 surface finish to				
(d)	Exposed surfaces to deck beams and anchor block	square metre (m^2)	290		
	Formwork to form open joints:				
(e)	At deck ends	square metre (m^2)	53,5		
	Provision of designs and drawings of falsework and formwork by an ECSA registered Professional Engineer or Technologist	lump sum	lump		
RRIED FORWARD TO SUMMARY					

C13.3 **STEEL REINFORCEMENT**

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C13.3.1			**Reinforcement for:**				
	C13.3.1.1		Steel reinforcement for:				
			Piers, abutment, approach slab, kerbs, sidewalks, deck parapets				
		(a)	Mild-steel bars	t	7		
		(b)	High-yield-stress-steel bars	t	160		
TOTAL CARRIED FORWARD TO SUMMARY							

C13.4			CONCRETE				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C13.4.1			**Cast in situ concrete**				
	C13.4.1.2		Durable concrete (class D):				
		(a)	(a) Class 30/19 in				
		(b)					
			(i) Approach and services slabs behind abutments	m³	20		
			(ii) Sidewalk between kerb and parapet upstand	m³	65		
			(b) Class W30/19 in				
			(i) Abutment and pier foundations and wing walls foundation	m³	242		
			(ii) Abutments and earwings and wingwalls	m³	160		
			(iii) Piers & pier heads	m³	198		
			(iv) Deck slab and diaphragms	m³	420		
			Manufacturing precast concrete members:				
			(a) Concrete class 50/13:				
			(i) Precast prestressed concrete beams type M10, 25.24m overall length	No	32		
			Transporting and erecting precast concrete members	No	32		
C13.4.5			**Curing and surface protection of cast in situ concrete**				
	C13.4.5.1		Curing and surface protection of cast in situ concrete	m2	3200		
TOTAL CARRIED FORWARD TO SUMMARY							

C13.6 **BEARINGS**

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C13.6.1		**Bearings:**				
	C13.6.1.1	Bearings				
	C13.6.1.2					
	C13.6.1.2	(a) Laminated elastomeric bearing pads in natural rubber of 60° shore hardness seated on epoxy resin bearing plinths				
C13.6.3						
		(i) 400 x 300 x 2(18) 51mm o/a thickness	No	32		
		(ii) 400 x 300 x 3(18) 72mm o/a thickness	No	32		
TOTAL CARRIED FORWARD TO SUMMARY						

C13.7			JOINTS , BEARINGS ,BOLTS				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C13.7.2			**Expansion joints:**				
	C13.7.2.1						
		(a)	(a) Deck and sidewalk expansion joint comprising silicone highway grade sealant ["Dow Corning 888" or other and approved equal) with galvanised mild steel cover plates, complete as per drawings	No	48		
C13.7.4							
	C13.7.4.1		Filled joints:				
			(a) Depth greater than 150mm (measured per square metre)				
			(i) 10mm thick impregnated softboard to joints in approach and services slabs	m²	10		
			Sealing joints with:				
			(a) Hot applied bituminous joint sealing compound 10 x 15mm deep to vertical joint between abutment and approach slab	m	22		
			(b) Silicone highway grade sealant 10 x 10mm recessed 10mm deep to joints in sidewalks [Dowcorning 888 or other and approved equal]	m	52		
TOTAL CARRIED FORWARD TO SUMMARY							

C13.8 ANCILLARY STRUCTURAL ELEMENTS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C13.8.1			**Concrete barriers and parapets** *(refer to drawings)*				
	C13.8.1.2		Parapets (In-situ concrete F-shape 1360mm high parapets [Class W30/19 inclusive of four 110mm diameter service duct)	metre (m)	200		
C13.8.2			**End blocks** *(3m length,1360mm high)*	number (No.)	4		
C13.8.6			**Service ducts in structures**				
	C13.8.6.1		110mm pvc	metre (m)	970		
			50mm nominal diameter uPVC drain weep hole pipes	No	42		
			75mm nominal diameter uPVC drain scuppers	No	78		
C13.8.7			**Numbers for structures:** *(refer to drawings)*	No	2		
	C13.8.7.1		Number plates	number (No.)	4		
C13.8.15			**Drainage strips** *(Synthetic drainge strips 200mm wide - proprietary drainge core in filter fabric jacket.)*	metre (m)	216		

TOTAL CARRIED FORWARD TO SUMMARY

C20.1				TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
ITEM				**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
C20.1.1				**Special tests on elastomeric bearings** (150% vertical load and 150% shear distortion)	No.	66		
C20.1.2				**Special tests requested by the Engineer**				
	C20.1.2.1			Employer's contribution to concrete durability tests				
		(a)		Tests for water sorptivity	PC sum	1	R 15 000,00	R 15 000,00
			(i)	Handling costs and profit in respect of item C20.1.2.1(a)	%	R 15 000,00		
		(b)		Tests for oxygen permeability	PC sum	1		
			(i)	Handling costs and profit in respect of item C20.1.2.1(b)	%	10%		
		(c)		Tests for chloride conductivity	PC sum	1	15000	R 15 000,00
			(i)	Handling costs and profit in respect of item C20.1.2.1(c)	%	R 15 000,00		
		(d)		Tests for concrete cover	PC sum	1	15000	R 15 000,00
			(i)	Handling costs and profit in respect of item C20.1.2.1(d)	%	R 15 000,00		
TOTAL CARRIED FORWARD TO SUMMARY								

SECTION D - D1000			TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE				
ITEM			**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMT**
D10.01			**Target Group Participation**				
	(a)		Contract Participation Performance bonus	prime cost (PC) sum	Prime	R 50 000,00	R 50 000,00
D10.02			**Stakeholder and Community Liaison and Social Facilitation**				
	(a)		Cost of liaison, social facilitation and PLC support	prime cost (PC) sum	Prime	R 250 000,00	R 250 000,00
	(b)		Handling cost and profit in respect of sub-item D10.02(a)	percentage (%)	R 250 000,00		
D10.03			**Tender Process for Targeted Enterprises**				
	(a)		Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
		(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading	number (No.)	30		
		(ii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading	number (No.)	30		
		(iii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 and higher contractor grading	number (No.)			
		(iv)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers	number (No.)	15		
	(b)		Targeted Enterprise Procurement Coordinator	month	18		
D10.04			**Responsibilities of the Contractor towards Targeted Enterprises**				
	(a)		Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	month	18		
	(b)		Targeted Enterprise Construction Manager	Person.Month	18		
	(c)		Targeted Enterprise Site Supervisors	Person.Month	18		
D10.05			**Construction Works by Targeted Enterprises**				
	(c)		Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	lump sum	lump		
	(d)		Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	lump sum	lump		
D10.06			**Training, coaching, guidance, mentoring and assistance**				
	(a)		Training Costs				
		(i)	Accredited NQF training	provisional sum	Prov	Sum	R 90 000,00
		(ii)	Accredited generic skills training	provisional sum	Prov	Sum	R 90 000,00
		(iii)	Community skills training	provisional sum	Prov	Sum	R 90 000,00
		(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii) and (iii)	percentage (%)	R 270 000,00		
	(b)		Student experiential training				
		(i)	Student stipends	prime cost (PC) sum	Prime	R 108 000,00	R 108 000,00
		(ii)	Provision of experiential training	Person.Month	18		
	(c)		Other costs during training *(specify)*	provisional sum	Prov	108000	R 108 000,00
	(d)		Training venue	lump sum	lump		
TOTAL CARRIED FORWARD TO SUMMARY							

C2.3 SUMMARY OF PRICING SCHEDULE - B244			
BRIDGE B244			
GENERAL			
C1.2	GENERAL REQUIREMENTS AND PROVISIONS		
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		
C1.4	FACILITIES FOR THE ENGINEER		
C1.5	ACCOMMODATION OF TRAFFIC		
C1.6	CLEARING AND GRUBBING		
SERVICES			
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES		
ANCILLIARY ROAD WORKS			
C11.1	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION		
C11.2	NON-STRUCTURAL GABIONS		
C11.4	ROAD RESTRAINT SYSTEMS		
STRUCTURES			
C13.1	FOUNDATIONS		
C13.2	FALSEWORK, FORMWORK AND CONCRETE FINISH		
C13.3	STEEL REINFORCEMENT		
C13.4	CONCRETE		
C13.6	BEARINGS		
C13.7	JOINTS		
C13.8	ANCILLARY STRUCTURAL ELEMENTS		
QUALITY ASSURANCE			
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP		
SECTION D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGET LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT			
D1010	TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE		
	SUBTOTAL A		
	CONTRACT SKILLS DEVELOPMENT GOAL:		
	0.25% of Subtotal A		
	SUBTOTAL B		
	CONTINGENCIES @10%		
	SUB TOTAL C		
	VALUE ADDED TAX:		
	15% of Subtotal		
	TOTAL		
	SIGNED BY TENDERER:		

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C1.1	FORM OF OFFER AND ACCEPTANCE	C1-3
C1.2	CONTRACT DATA	C1-7

C1.1 Form of Offer and Acceptance

OFFER

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

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

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

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

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

…… Rand (in words);

R …… (in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF:

……Rand (in words):

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

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

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

Name and address of organization . . . . . .

. . . .

Date: . . . . . .

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Name and address of Organization: . . . . . .

. . . . . .

. . . . . .

Signature and name of witness:. . . . . .
Signature

. . . . . .
Name

Date: . . . . . .

Schedule of Deviations

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,

2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,

4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject . . . . . .

   Details . . . . . .

2. Subject . . . . . .

   Details . . . . . .

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

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

For the Bidder:		For the Employer:
……	Signature	……
……	Name	……
……	Capacity	……
Name and address of organization:	Name and address of organization:	
……		……
……		……
……		……
……	Witness Signature	……
……	Witness Name	……
……	Date	……

Confirmation of Receipt

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

The …….. (Day) of …….. (Month)

20 ……... (Year) at ……... (Place)

For the Contractor: .. . .

Signature

. . . . . .

Name

. . . . . .

Capacity

Signature and name of witness:

. . . . . .

Signature

. . . . . .

Name

C1.2 CONTRACT DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C1.2.1	CONDITIONS OF CONTRACT	C1-6
C1.2.2	CONTRACT SPECIFIC DATA	C1-8
C1.2.3	DATA PROVIDED BY THE TENDERER	C1-13

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

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

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

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

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.2 Specific Approval of the Employer required

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

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

3.1 *Add the following*

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 **Health and safety**

Add the following :

"The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2017 (Government Gazette No 25207 of 18 July 2003, Notice No R1010*)* will in all respects be applicable to this contract, including all regulations pertaining to the COVID 19 compliance."

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

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

Definition of “L”:

Insert “(Consumer Price Index)” *after* “P0141.1” *in the third line.*

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

Definition of “P”:

Insert “(Production Price Index)” *after* “P0142.1” *in the second line.*

Insert “(Production Price Index for Selected Materials, item ‘Civil Engineering Plant’)” *after* “Table 16“in *the second line.*

Definition of “M”:

Insert “(Production Price Index)” *after* “P0142.1” *in the second line*

Insert “(Production Price Index for Materials used in Certain Industries, item ‘Civil Engineering Plant’)” *after* “Table 15“in *the second line*

Definition of “F”:

Insert “(Production Price Index)” *after* “P0142.1” *in the second line*

Insert “(Production Price Index for Selected Materials, item Diesel Oil – Coast and

Witwatersrand)” *after* “Table 16“in *the second line*

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

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

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

C1.2.2 CONTRACT SPECIFIC DATA

ITEM No:	REFERENCE TO:	CLAUSE	INFORMATION
1	Contractor	1.1.1.9	……
2	Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion
3	Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date to the time when the entire road is ready for public use without posing risk to users.
4	Employer	1.1.1.15	Free State Provincial Government represented by Head of Department: Department of Community Safety, Roads and Transport
5	Employer's Agent (Engineer)	1.1.1.16	Department of Community Safety, Roads and Transport Mr Zwele Oplet
6	Address of the Employer	1.2.1.2	Physical: 45 Charlotte Maxeke Street Bloemfontein 9300 Postal: P.O Box 690 Bloemfontein 9300 Telephone No: (051) 409 8575
7	Address of the Contractor	1.2.1.2	Physical Address:……. ……. Postal Address: ……. ……. Telephone Number (Office): …… Facsimile Number (Office): ……. E-mail Address (Office): …….
8	Commencement of Work	5.2	Within 45 days after site hand over, contractual obligations, compliance with Construction Regulations 2014 and Environmental Compliance
9	Documentation required before	5.3.1	Health & Safety Plan (Refer to CR 2014)

	commencement of the Works		Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Performance and retention guarantee 6.2) Insurance (CAR Construction All Risk to Clause 8.6) Construction Permit (CR 2014) Environmental compliance i.e. (mining permit, water usage etc.)
10	Time to submit the documentation required before commencement of the Works	5.3.2	14 Days for all above documents excluding the Construction permit
11	Completion of the Works	5.6.2.1	18 Months starting from the date of site hand over
12	Special non-working times	5.8	Sundays and all public holidays as well as year-end builder's break.
13	Suspension of Works	5.11	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed to stop the Works and or claim interest on the unpaid Works. **No claim shall be submitted to the Department once the budget is depleted.**
14	Penalty for failing to complete the Works on time	5.13.1	**R10 000** per calendar day R0 to R50 million project value **R15 000** per calendar day R51million to R100 million project value **R50 000** per calendar day R101 million to unlimited project value
15	Latent Defects Liability Period	5.16.3	Should there be any structural defects within Fifteen (15) years after final completion, the Contractor will be fully liable for latent defects
16	Security	6.2.1	Performance Guarantee of 10% (normal performance guarantee and Mining permit guarantee) of the value of the Works which will be handed back after certification of completion, to be submitted within 14 days after the site hand over date. Expiry date should state **"until the issuing of Completion certificate"** Rehabilitation quantum guarantee should be deducted from the performance guarantee upon full computation of the amount by Department of Mineral Resources and Energy (DMRE). Guarantee should be addressed to DMRE.
17	Dayworks	6.5.1.2.3	Refer to A1.2.3.11 of the Specifications (Ordering of daywork)
18	Rates and Prices are final and binding	6.8	All rate items on the Bill of Quantity must be priced in Rand value except only where the rate is stipulated as **Rate Only** item. Items that will be priced not with Rand value will be termed or taken as incomplete tender and will be

			disqualified. Rather price Zero Rand for any uncounted action
19	Contract Price Adjustment	6.8.2	The following values for the different factors are to be used: X = 0.10 a = 0.10 - Labour b = 0.55 - Equipment c = 0.15 - Material d = 0.20 - Fuel The different values for the calculation of the price adjustment factor shall be for the area of Free State: Other urban areas. The Diesel index shall be for the Witwatersrand Area. The Base month is one month prior to submission of quotations / Bid document.
20	Special Materials	6.8.3	Price adjustments for variations in the costs of special materials are allowed. Special materials shall be limited to bitumen and bituminous products.
21	Materials on Site	6.10.1.5	80% Of materials delivered on site
22	Retention Money	6.10.3	10% Of Contract Amount. Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of documentation to be submitted within 14 days after the commencement date; one will be handed back on completion and the other **24 months** after completion. There will be no retention monies deducted on interim certificates.
23	Quality of materials and workmanship	7.2	The source of supply of all materials including all stone, sand, gravel, water or soil or any other natural material required in the execution of the Works shall be located by the Contractor. The quality of the material relies solely to the Contractor. **No material shall be used until it has been approved by the Engineer**
24	Defects	7.8	In the event of the Contractor not completing all the outstanding work within the period specified by the Employer in terms of the contract, the Employer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Employer. The full retention applicable to the Period of Maintenance shall apply to such extension.
25	Insurances	8.6	R0-00
26	Limit of Indemnity	8.6.1.3	R10,000,000-00 per claim, number of claims unlimited
27	Other Insurances	8.6.1.5	R0-00
28	Dispute Resolution	10.5.1	Dispute Adjudication Board (DAB), Mediation,

29	Rules for Adjudication and Members	10.5.3	Only Three members required
30	Dispute Resolution	10.7.1	Adjudication (If there are no agreements, then court proceeding will be preferred)
31	Tender Validity Period		90 days
32	Scope	B.1	THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.
33	Targeted Subcontractors (ABE's)	B.2	Part C3: Scope of Works: C3.7.1.2 (3.1) - 30% of Nett Contract Value excluding Professional Services (Laboratory, OHS practitioners, environmental and engineer's requirement) must be subcontracted to Local Contractors appointed in terms of attached specification.
34	Targeted Local labour	B.3	1. Net Contract amount less 25% for minimum daily rate on R1Million per 4 employees for conventional project should be appointed with a minimum of six months at a payment rate of **R240/day,** subjected to increase annually to be communicated by the client. 2. Recruitment of annual labour target shall be as follows: • 30% - at the beginning of the project • 30% - three months after the initial appointment • 40% - at midway into the project 3. The employment demographics are as follows: • Youth – 55% • Women – 60% • Disabled – 2% Labour target must be achieved as planned, failure to this will lead into penalties
35	Socio – Economic of Community	B.4	1% of (Contract Value) excluding special services e.g. testing, environmental and OHS and Engineering facilities shall be invested into local Community as social responsibility or contribution
36	Skills Development	B.5	1. Two (2) Civil Engineering Students shall be appointed for experiential Training with stipend of R10 000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers. 2. Members of Community must also be trained in Labor Intensive Works
37	Approved Professionals, officials or agents	B.6	All the approved and submitted CV for professionals during tendering/ bidding stage must be available on site during the project implementation. Failure to bring at least 80% of all professionals that were presented via CV's during the bidding process will lead to termination of the

			Contract. Should it be found that people / professionals' CV used were only for tendering purpose the appointment will be terminated. During the signing of the Contract document all CV's for professionals submitted and the valid Employment Contract must be re-submitted as a Special Condition of this Contract. Failure to adhere to this will result in appointment termination. Any replacement of professional, should be replaced by an employee with equivalent experience and qualifications, subject to approval by the client.
38	Skills Developments	B.7	0.2% Of the contract amount to the maximum of R2,000,000.00 to be allocated and pay out to CIDB for external entity identified by the CIDB
39		B.8	
40		B.9	

……..
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC 2015 3rd Edition:

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

Notes:

* Indicate whether the material will be delivered in bulk or in containers.

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

……..
SIGNATURE by TENDER

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

CSR&T/BID01/2026/27

FOR

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

Part C2. Pricing Data

C2.1	**Pricing Instructions**	**Page C2 - 1**
C2.2	**Bill of Quantities Schedule A**	**Page C2 - 5**

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF COMMUNITY SAFETY, ROADS

AND TRANSPORT

CSR&T/BID01/2026/27

FOR

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

Part C2.1. Pricing Instructions

C2.1 Pricing Instructions

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials as amended in the Scope of Works.

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
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
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials

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

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

Amount: The product of the quantity and the rate tendered for an item.
Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, 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 no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the bills of quantities are basedon Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org,za or www.iso.org for information standards).

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices forthe work described under the items. Such prices and rates cover all costsand 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.

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 sumamount tendered such items.

C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.

C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.

C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details

regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COTO Standard Specifications for Road and Bridge Works for south African Road Authorities (Draft Standard October 2020), issued by the Committee of Land Transport Officials

PART C3
SCOPE OF WORK

SECTION A1: STANDARD AMENDMENTS ISSUED BY COTO

Notes to tenderer:

1. **The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of TransportOfficials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in Section A1, together with additional amendments as set out in Section A2 and Project specific Specification Data as set out in Section B.**

SECTION A2: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

B1. STANDARD SPECIFICATIONS

The Standard General and Technical Specifications for Roadworks shall be the COTO - Standard Specifications for Road and Bridge Works for State Road Authorities (1998). Formerly known as COLTO.

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on road and bridge contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

B2. PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

The standard specifications provide, in certain clauses, for a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

B4. SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH

B6204 DESIGN

(a) General

Add the following:

"The Contractor shall submit to the Engineer at least 4 weeks before the structure is scheduled for construction a detailed analysis showing the effect of the stresses that will be induced by the Contractor's chosen method of construction. The cost of any additional prestressing, reinforcing steel, concrete, etc, required as a result of the Contractor's chosen method of construction shall be to the Contractor's account. No construction shall commence until the Engineer has given his written approval."

(b) Falsework

Add the following:

"Unless instructed otherwise by the Engineer, the Contractor shall submit his design criteria and detailed drawings of the staging to the formwork for the Engineer's consideration and acceptance. The design, signing of the drawings and inspection of the falsework prior to construction of the permanent works shall be undertaken by the Contractor's competent person, who shall be a professional Engineer with the relevant experience.

Notwithstanding anything to the contrary contained or implied in the Conditions of Contract, the Contractor takes sole responsibility for the safety and adequacy of the falsework and formwork in accordance with clause 6203 of the Standard Specifications. Approval and/or acceptance given by the Engineer for such designs and drawings will be subject to the provisions of clause 1221 of the Standard Specifications."

B6205 CONSTRUCTION

(b) Formwork

(ii) Formwork to exposed surfaces

Add the following:

"The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint."

(vi) Permanent formwork

Add the following paragraph:

"Anchor ties shall be designed to resist full buoyancy forces and details of such shall be submitted to the Engineer for approval. Void formers shall be held in position in order that no movement exceeding 1% of the deck thickness or 10mm whichever is the lesser takes place during concreting."

B6207 FORMED SURFACES: CLASSES OF FINISH

Add the following:

"Steel forms for Class F3 surface finish shall only be used with the written approval of the Engineer and then only if:

(i) the forms are in good condition, free of rust, dust and any other foreign material which would result in staining of the formed surface

(ii) any resulting depressions and projections which occur in the formed surface do not exceed 3mm when measured with a straight edge placed between joint lines created by the forms

(iii) the edges of forms are straight and flat to ensure that forms butt without forming gaps along the joints and that steps and hollows at the joint lines do not occur.

B6210 MEASUREMENT AND PAYMENT

B62.05 Permanent formwork:

Add the following to the second paragraph:

"The tendered rates shall include for the installation of permanent drainage holes within the void formers at the low points of each void."

B5. SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6302 MATERIALS

(a) Steel Bars

Add the following before the first paragraph:

"Unless specified or directed otherwise by the Engineer, all steel reinforcing bars shall be either high yield stress hot-rolled deformed bars (Y-bars) or mild steel hot-rolled plain round bars (R-bars) as indicated on the drawings. Cold-worked reinforcing bars will not be permitted."

Add the following paragraph:

"Substitution of mild steel reinforcement as indicated on the drawings by an equivalent area of high yield stress reinforcement or vice versa will not be permitted."

B6306 PLACING AND FIXING

Replace the second and third paragraphs with the following:

"The concrete cover for all structural concrete shall be as specified on the drawings within a tolerance of -5/+10mm. Prior to fixing the steel, samples of the proposed spacers shall be submitted to the Engineer along with a written statement for in-situ manufacture, if applicable, for approval.

Overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover."

Add the following:

"Steel bars shall be spaced accurately in accordance with the drawings to comply with the following tolerances:

Specified spacing 200mm and less:	±10mm
Specified spacing greater than 200mm:	±15mm

B6307 COVER AND SUPPORT

In the second paragraph replace the second sentence, commencing with

"Where no cover is indicated…shown in Table 6306/1" with the sentence "Where no cover is indicated, the Contractor shall inform the Engineer who shall after consultation with the design engineer indicate the required cover in writing and the as-built drawings shall indicate such cover".

Add the following to the end of the fifth paragraph:

"Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanised. Cover and spacer blocks manufactured from other materials e.g. plastic or wood shall not be permitted. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces."

B6. SECTION 6400: CONCRETE FOR STRUCTURES

B6402 MATERIALS

(a) Cement

Replace the colon at the end of the first paragraph with a comma and add the following:

"taking into account the adoption of the new SANS 50197-1:2000 code for cements: (refer to C&CI website www.cnci.org.za)".

Add the following paragraphs:

"The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the works, and shall be as approved by the Engineer.

With the exception of the standard SANS approved cement blends supplied by the primary cement producers, the blending of cement and extenders shall not be permitted unless specifically approved by the Engineer on the basis of an acceptable quality assurance procedure. The source of supply for each type of cementitious material shall not be changed during the contract period.

The Contractor shall submit certificates from the supplier indicating compliance with the requirements of SANS 1491 for any cement extenders used in blending the cement.

Test certificates from an approved laboratory shall be furnished by the Contractor for all cements and prior to their use in the works, indicating the alkalinity of the cement expressed as the percentage sodium oxide equivalent ($\%Na_2O + 0{,}658(\%Ka_2O)$). Cement with such an alkalinity content in excess of 0,60% shall only

be used with the written authority of the Engineer regardless of whether or not the aggregates are considered to be potentially alkali reactive."

(b) Aggregates

Replace the 2nd last paragraph of sub-clause (i) with the following:

"The aggregates used in all structural concrete for this contract shall be from approved sources known to produce aggregates with low shrinkage and low water demand characteristics. Test certificates from an approved laboratory shall be furnished by the Contractor for all aggregates and prior to their use in the works indicating compliance with the above limiting shrinkage values."

Add the following new sub-sub-clauses:

"(vi) The maximum chloride ion content of fine aggregate shall be 0,03% by mass of aggregate as measured by SANS 1083:2002. Where concrete is situated in a chloride environment as determined by the Engineer, the value shall be reduced from 0,03% to 0,01%.

(vii) Test certificates from an approved testing authority shall be furnished by the Contractor for all aggregates and prior to their use in the works, indicating the potential alkali-silica reactivity. Where, in the opinion of the Engineer, any aggregate shows potential reactivity, then the use of such an aggregate in the works shall only be permitted if the total alkali content of the concrete as determined from all its constituents does not exceed between 2,1 kg/m^3 to 2,8 kg/m^3 depending on the assessed severity of the potential reactivity of the aggregate, and then only with the written authority of the Engineer."

(d) Water

Add the following:

"Water for concrete, other than for prestressed concrete, shall not contain chlorides calculated as sodium chloride in excess of three thousand parts per million (3000ppm) nor sulphates calculated as sodium sulphate in excess of two thousand parts per million (2000ppm).

Water for curing concrete shall not contain impurities in sufficient amount to cause discolouration of the concrete or produce etching of the surface. No sea-water or water containing salts shall be used."

(e) Admixtures

Add the following sub-sub clauses:

"(v) Only admixtures of the type that do not increase the water demand of the mix will be considered by the Engineer.

(vi) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20ºC.

(vii) A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42.5 or higher is between 20 to 30ºC or where the ambient temperature is between 20 and 30ºC."

(f) Curing agents

Add the following:

"Full technical specifications and product data sheets as well as samples of not less than 1 litre of the proposed curing agents shall be submitted to the Engineer for approval, and no curing agent shall be used until approved by the Engineer."

B6404 CONCRETE QUALITY

(a) General

Replace the first paragraph with th following:

"All concrete in the Works shall comply with the requirements for strength concrete as specified in sub-clause 6404(b). When structural concrete prefixed 'W' is shown on the drawings, it shall, in addition to the strength requirement, comply with the durability requirements specified in sub-clause 6404(h)."

(b) Strength Concrete

Add the following:

"The maximum water: cement ratio for concrete shall be limited as follows:

Class W30/20	0,48
Class W40/20 & W40/13	0,45

The cementitious material content shall fall within the following ranges:

Class W30/20	340-380 kg/m^3
Class W40/20 & W40/13	360-420 kg/m^3

Concrete mix designs shall be submitted to the Engineer for approval at least two weeks prior to casting the concrete and shall for each mix include the following:

- Target strength and slump
- 7 and 28 day compressive strength results with measured slumps
- Cement source, type and composition
- Test results for mixing water, see COLTO clause 8116
- Brand and dosage of any admixtures
- Proportions of all constituents in the mix
- Cement quality certificates including Na_2O equivalent
- Certificates of compliance iro any cement extenders used (SANS1491)
- Data sheets for admixtures
- Aggregate source and test results to confirm compliance with SANS 1083, including grading, flakiness and FM
- Shrinkage characteristics and potential alkali reactivity of fine and coarse aggregate
- Results of the drying shrinkage (Colto clause 6402(b)(i)(3)).

No concrete mix designs will be considered for approval until all the above-mentioned data has been submitted and no concrete may be placed until such time that the concrete mix has been approved by the Engineer.

The Contractor's attention is drawn to the 6th paragraph relating to the requirements regards the 28-day characteristic cube compressive strength applicable to "W" concrete."

(d) Consistence and workability

Add the following:

"On-site slump cone test measurements for all structural concrete used in the works and taken at the time of actual placing shall fall within the range 75±25mm. Concrete which has a slump outside of this range shall not be placed in the structure."

B6406 MIXING

(f) Ready-mixed concrete

Add the following:

"Delivery tickets for all ready-mixed concrete delivered to site shall be checked prior to discharge to ensure the correct mix has been delivered and the time of arrival recorded and compared to the time of batching to ensure consistency with the expected travel time and that no undue delay has occurred between dispatch and delivery.

The temperature limits at the point of delivery shall be as specified in SANS 878:2004 unless the Engineer has specified other limits due to specific design requirements.

No water shall be added on site prior to placing the concrete to improve workability. Prior to placing all concrete delivered to site shall be checked for workability using the slump cone test and slump measured outside of the limits set for the design mix shall be rejected and removed from the site.

The rate of change in concrete properties shall be closely monitored. When, in the opinion of the Engineer, the workability drops to the extent that the concrete cannot be satisfactorily placed and compacted with the available equipment and manpower it shall be deemed unsuitable for use and removed from the site of the works. Under no circumstances shall water be added to maintain or reinstate workability.

No admixtures shall be added on site before or during placing the concrete to improve or maintain workability."

B6407 PLACING

(b) Placing

Add the following:

"Casting of the in-situ parapets or placing of precast parapets shall only commence after removal of the deck staging, and in addition, in the case of prestressed decks, the stressing must be complete. Where specified on the drawings the top of the parapets after placing shall follow the pre-camber levels specified on the drawings to allow for future creep effects. The levels of the top rail of each panel of the balustrades/parapets shall be confirmed in writing by the design engineer".

B6408 CONSTRUCTION JOINTS

(a) General

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the Engineer."

B6409 CURING AND PROTECTION

Add the following to the end of sub-clause 6409(f):

"Where a curing compound is used, it shall consist of an approved water based low viscosity clear wax emulsion applied in accordance with the manufacturer's instructions."

Add the following paragraphs to the end of this sub-clause:

"Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in Table 6206/1 but in no instance shall it be less than 7 days.

The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the Engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish e.g. top of deck slab, then the surface must be protected immediately by appropriate methods approved by the Engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage and plastic settlement cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete. In order to prevent early settlement and shrinkage of the concrete, the concrete placed shall be revibrated after initial compaction while the concrete is still in a plastic state. Any remedial measures shall be as approved in writing by the Engineer.

On bridge decks, the top surface shall be cured using either the method described in clause 6409(d) i.e. 'Constantly spraying the entire area of exposed surfaces with water' or application of an approved curing compound and covering with a 75mm thick layer of sand continuously kept moist for the duration of the specified curing period."

B6410 ADVERSE WEATHER

(b) Hot weather

Add the following:

"Placing of concrete during dry and hot berg wind conditions will not be allowed unless fully motivated in exceptional circumstances and expressly permitted under the special precautionary measures approved by the Engineer."

Add the following sub-clause:

(d) Temperature and hydration of concrete

"The temperature of concrete when placed shall be within the range 10ºC to 30ºC. Concrete which has a temperature outside of this range shall not be placed in the structure. Care shall also be taken not to cast concrete onto hot steel shutters as this might induce cracking.

The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2 hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

"Routine inspection and quality control will be done by the Engineer as specified in Section 8300. All reference in clause 6414 to Section 8200 and its clauses or sub clauses shall be deleted."

B7. SECTION 6600: NO-FINES CONCRETE, JOINTS, BEARINGS, PARAPETS AND DRAINAGE FOR STRUCTURES

B6603 JOINTS IN STRUCTURES

(d) Plug type expansion joint systems

Add the following:

"Roadway expansion joints at piers and abutments shall be of the asphalt plug type 'BSP Thormajoint®' or other and approved equal subject to the manufacturer having obtained valid Agrèment certification. The joints shall be installed complete with joint terminations at the inside face of the sidewalk."

(g) Installing the expansion joints

Delete the first paragraph and replace with the following:

"All deck expansion joints shall be installed by approved specialist subcontractors only. Installed deck expansion joints shall have the following guarantees which shall be submitted to the Engineer on final acceptance:

Proprietary joints-	15 years
Asphalt plug type joints-	10 years
Concrete nosings (replacement)-	10 years
Joint sealant	5 years

Add the following after the third paragraph:

"All deck expansion joints shall, as part of the installation procedure, be checked for water-tightness over the entire length of the joint installed and particularly at the joint terminations by ponding with water to a depth of not less than 100mm for a period of at least four hours. Any water leaks shall be repaired with the same material as used in the expansion joints. Further tests and repairs shall be repeated until all water leaks have been stopped to the satisfaction of the Engineer."

Add the following sub-clause:

(h) Sidewalk expansion joints

"Sidewalk expansion joints at piers and abutments shall be silicone highway sealant 'Dow Corning 888' or other and approved equal in formed recesses with galvanised mild steel "Vastrap" or other and approved equal cover plates installed, as applicable, in accordance with the suppliers' installation instructions and the details shown on the drawings."

B6608 MEASUREMENT AND PAYMENT

Item

B66.05 Expansion joints

Add the following:

"Roadway expansion joints will be measured per linear metre along the length of the joint between the inside faces of the sidewalks or concrete parapets in the case where there are no sidewalks. Sidewalk expansion joints will be measured per number complete with cover plates.

The tendered rate shall include for the joint terminations, forming the recesses, cover plates and fixings and also for the water test required to prove the joint. The water shall be ponded and maintained to a minimum depth of 150mm above the top of the joint for a period of one hour each. Testing should follow the installation of the various sections of joints to take advantage of the existing traffic accommodation and each test shall cover the length of each joint installed (generally half width of bridge.) The tendered rate shall also include for any necessary repair and retesting until the joint is watertight to the satisfaction of the Engineer and for clearing away the ponding materials on completion of the test."

Unit

B66.29 Joint protection plates ..... metre (m)

The unit of measurement shall be the linear metre of specified width installed. The tendered rate shall include full compensation for supplying all materials, including fastening or adhesives, for galvanizing and installation, including all labour and equipment, and for any wasted material.

Item **Unit**

B66.30 Additional water tests for joints ordered by the Engineer ..... number (No)

The unit of measurement shall be the number of additional water tests for proving the expansion joints, as ordered by the Engineer. The test shall be executed by ponding water to a minimum depth of 150mm deep above the top of the joint for a period of one hour each. Testing should follow the installation of the various sections of joints to take advantage of the existing traffic accommodation and each test shall cover the length of each joint installed (generally half width of bridge).

The tendered rate shall include full compensation for providing the pond of water and maintaining its minimum depth of 150mm for the full one hour period and clearing away the ponding materials on completion.

B8. SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

Add the following clause:

"B8118 PROPRIETARY RESINS, GROUTS AND MORTAR

All proprietary cementitious and epoxy resin, grouts and mortars shall comply with the manufacturer's specifications. The manufacturers or suppliers shall provide recent test reports from an approved laboratory to prove such compliance and shall also provide test certificates of recent tests on the materials.

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

Epoxy resin grouts and mortars shall show no shrinkage and a maximum 2,0% expansion from the time of placement when tested according to ASTM C 827 (modified). The coefficient of thermal expansion shall not exceed 0,000055/°C when tested according to ASTM C 531.

The manufacturer shall submit to the Engineer samples of the proposed materials together with complete technical details including mixing ratios and times, pot life, setting and curing times, strength, volume change, thermal expansion, creep characteristics etc.

As part of the Contractor's process control in terms of sub-clause 8103(a), testing shall be undertaken on the materials delivered to site to monitor compliance with the manufacturer's specifications. All new batches of materials shall be tested by the Contractor and approved by the Engineer prior to incorporation into the works.

Strength testing shall be undertaken, using 75mm or 100mm cubes, on samples taken from the mixed material actually being used in the work at the time of its use."

B9. SECTION 8400: PAINTING

B8404 APPLYING THE PAINT

Add the following:

"Protective coating to concrete surfaces:

Unless it can be proven by suitable laboratory tests that the soil is not aggressive or where indicated on the drawings or directed by the Engineer all concrete surfaces in contact with the ground shall be waterproofed by the application of a minimum of two coats of bituminous waterproofing compound complying with SABS 1153. Surface preparation, mixing and application shall be carried out strictly in accordance with the manufacturer's specification to a total dry film thickness of not less than 500 microns."

B8412 MEASUREMENT AND PAYMENT

Add the following payment item:

"Item		**Unit**
B84.02	**Protective coating to concrete surfaces (full description of system and part of structure indicated)**	square metre (m^2)

The unit of measurement shall be the square metre of surface area prepared and coated as specified and accepted by the Engineer.

The tendered rate shall include full compensation for the supply and storage of materials on site and for all labour, plant and tools and for all work and incidentals required to complete the surface preparation of the coating and application as specified. The cost for testing the soil for aggressiveness shall be paid for under item 81.02."

PART C4: PROJECT INFORMATION

PART C4: PROJECT INFORMATION

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

C4.1 DESCRIPTION OF THE WORKS

The description of the works shall inter alia contain the following particulars regarding the work to be constructed and maintained under the contract.

C4.1.1 *ROADWORKS*

Project location and limits
Route numbers and lengths of all sections of each road, cross-road, connecting road and access road.
Where the sections of each road, cross-road, etc. start and end, and the nearest destinations
A single or dual-carriageway road, or one carriageway of a future dual-carriageway road
Type of surfacing
Particulars specific to the contract with regard, inter alia, to services which require protection or moving, deviations for the accommodation of traffic, half-width construction, etc.
Appurtenant works such as fencing, road signs, landscaping, etc.

The description of the works shall include reference to all the layout plans.

C4.1.2 *PAVEMENT DESIGN FOR ALL PARTS OF THE VARIOUS ROADS*

Existing pavement information and pavement design
Type of surfacing or reseal
Type of base
Type of upper subbase
Type of lower subbase
Type of upper selected layer
Type of lower selected layer
Type of wearing course (gravel roads)

C4.1.3 *STRUCTURAL WORKS*

(a) Culverts

The number, kilometre distance, number of openings, width, height, length and angle of skew of each culvert.

The purpose of each culvert, viz. drainage, services, cattle creep, etc.

(b) Bridges

The bridge number, kilometre distance, type of bridge, number of spans, span length, bridge width, horizontal alignment, angle of skew, type of structure, foundation piles, and other characteristics of each bridge.

(c) Other structures

More information on work on other structures.

(d) Rehabilitation of structures

More information on rehabilitation work

C4.1.4 *MAINTENANCE WORKS*

Maintenance of the works during construction and defects notification periods.
Information on Routine Road Maintenance Contracts

C4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only.

The contractor will be supplied with one set of paper prints plus an electronic submission containing all the construction documentation.

Only figured dimensions may be used and drawings may not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

The levels given on bridge drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the engineer of any discrepancies.

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

The contractor is to make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.4 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the contractor to work within confined areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases. (Refer to standard specification sub-clause C1.1.3.2(b)).

C4.5 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan in terms of Section C1000 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C of the Scope of Works. Where the contractor fails to adhere to these requirements the specifications in Section C of the Scope of Works provide the methodology and cost liability of remedy.

C4.6 TRAFFIC

All relevant traffic information should be recorded so that the tenderer is afforded the opportunity to comprehend fully the circumstances that will be encountered on the site. If construction restrictions will be necessary then mention should be made of them here. Actual embargo times and dates are to be shown in C1.2.2 Appendix to Tender: Contract Data clause A8.3(l) and restricted working conditions in clause A8.3(m) and reference to this fact recorded here.

C4.8 CLIMATE

Include rainfall and temperature information

C4.9 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 2014

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.10 SAFETY PROCEDURES

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.11 OTHER INFORMATION

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.13 APPENDICES

Appendix 1: Locality Plan

Appendix 2: Weather Data

Appendix 3: Traffic Data

APPENDIX 1: LOCALITY PLAN

APPENDIX 2: WEATHER DATA

APPENDIX 3: TRAFFIC DATA

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF

COMMUNITY SAFETY, ROADS AND TRANSPORT

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

CONTRACT NUMBER
CSR&T/BID01/2026/27

Part C3.5. HIV/AIDS Requirements

C3.5 HIV/AIDS Requirements

The HIV/AIDS requirements are as per the HIV/AIDS Specification published by the Department of Public Works in October 2004 (PW 1544), obtainable from the following address

http://www.publicworks.gov.za/PDFs/consultants_docs/HIV_AIDS_Specification.pdf

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF

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CONTRACT NUMBER
CSR&T/BID01/2026/27

Part C3.6. Guidelines for Subcontracting and Labour Enhancement

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C3.6 Guidelines for Subcontracting and Labour Enhancement

C3.6.1 DEFINITIONS

The community means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"National Small Business Support Strategy" means the national policy in respect of small business support as published by the Minister in the Gazette, and includes the policy as stated in the White Paper on National Strategy for the Development and Promotion of Small Business in South Africa.

"Small business" means a separate and distinct business entity, including co-operative enterprises and non-governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy mentioned in column I of the Schedule below and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

SCHEDULE OF SMME CLASSIFICATIONS

Sector	Size of class	Total full-time equivalent of paid employees ; less than	Total annual turnover : less than	Total gross asset value (fixed property excluded): less than
Construction	Medium	200	R26.00m	R4.00m
	Small	50	R6.00m	R1.00m
	Very small	20	R2.00m	R0.40m
	Micro	5	R0.15m	R0.10m

"Conventional contract" means any contract for the execution of civil Engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

“Contract Participation Goal” (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and sub-Contractors.

“Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

a) have a Contractor grading designation equal to our higher than a Contractor grading designation specified for the Contract, or

b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one Contractor grading designation lower than that required in terms of a) above

“Sub-Contractor" shall be similarly and appropriately construed.

Emerging Contractor means an ABE that cannot reasonably be categorised as a conventional Contractor defined above.

Affirmable Business Enterprise (ABE): a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and

b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it: provided, however, that the total annual average turnover, excluding value added tax and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating and the previous three financial years does not exceed:-

   i) R25 million in respect of Contractors who generate more than 75% of their turnover as Prime Contractors.
   ii) R10 million in respect of Contractors who generate less than 25% of their turnover as Prime Contractors.
   iii) R2,5 million in respect of labour-only sub-Contractors
   iv) R10 million in respect of Manufacturers
   v) R15 million in respect of Suppliers
   vi) R2,5 million, exclusive of any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
   vii) R2,5 million in respect of other service providers, e.g. transporters, and that the sum of the average annual turnover for the same period of all the business concerns which are under the Control of Previously Disadvantage Individuals within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in the schedule above, seeking ABE status.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his sub-Contractor who posses special skills and/or who play key roles in the Contractor's or sub-Contractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his sub-Contractor, who is engaged by the Contractor or sub-Contractor to participate in the execution

of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his sub-Contractors.

"Sub-Contractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of sub-Contractor means the level of responsibility carried by and the assistance to be provided to the different grades of sub-contractor in the execution of subcontracts.

"**PLC**" is the Project Liaison Committee

"**Project Committee**" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"**CLO**" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.6.2 COMMUNITY PARTICIPATION

a) Purpose

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

b) Structure and Composition

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

c) Procedures

i) The PLC deals with labour and ABE involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

ii) The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Wherethe financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall befinal. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

d) Tasks of the PLC

i) To assist with community liaison and resolution of disputes.

ii) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to ABE's.

iii) To advise on and monitor labour issues.

iv) To assist in resolving labour disputes.

e) Assistance to the PLC

i) The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

C3.6.3 USE, DEVELOPMENT AND SUPPORT OF ABE'S WITHOUT CIDB REGISTRATION

a) Extent of the works to be executed by ABE's.

A major objective of the RDP is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilisation of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

The Engineer shall advise the Free State Provincial Government: Department of Public Works, Roads and Transport on the contract participation goal (CPG) for local ABE's that may be achieved on the project. This CPG will be stated in the Contract Data.

Only ABE's that have been appointed through the procedures adopted by the PLC shall count towards the achievement of the target, unless the PLC agrees that ABE's that have been engaged by the Contractor as a result of contractual arrangements between the Contractor and such ABE's prior to tendering, or before the adoption of the agreed procedures, can qualify.

Where all tenderers have been supplied with a list of pre-qualified ABE's, these ABE's can be engaged by the Contractor prior to award and will be counted towards the achievement of the CPG.

Upon receipt of a fully motivated written application from the Contractor, the target may be reduced. The circumstances for such a reduction may include inter alia the following:

- non-receipt of valid tenders from ABE's;
- default or failure of appointed ABE's to complete sub-contracts;
- but shall not include the failure of the PLC to approve ABE's referred to above.

b) Terms and conditions of the subcontract agreements

The terms and conditions of each subcontract agreement shall be as mutually agreed between the Contractor and the ABE's.

Each subcontract agreement shall contain terms and conditions which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further be such as to specifically ensure that the provisions of this contract pertaining to:

- the allowable sources from which workers may be drawn;
- the terms and conditions relating to the recruitment and employment of the workers
- any training to be provided to the temporary workforce;

shall apply in respect of all workers engaged and employed by any ABE.

Except where it is in conflict with the responsibilities of the sub-Contractor under a particular level of subcontract, the terms and conditions of the subcontract agreement shall:

- include an entitlement of the sub-Contractor to receive such training and support as is contemplated in this contract; and
- an obligation on the ABE to participate and co-operate in such training as is provided for in this contract.

The Contractor shall be responsible for the compilation of each subcontract agreement and for ensuring that terms and conditions thereof are consistent with all requirements as specified in, or reasonably to be inferred from, the provisions of this contract. The Contractor shall bear all costs associated with the compilation of the subcontract documentation and the conclusion of the agreement.

In addition to the provisions of General Conditions of Contract, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Engineer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement and which approval shall not be unreasonably withheld.

The Contractor shall include a condition of subcontract that ABE sub-Contractors shall apply for accreditation through the CEITS Accreditation Programme or other similar approved programme, for small/emerging Contractors.

c) Formulation of subcontracts

i) <u>Scope, extent and level of subcontracts</u>

The Contractor shall submit a list of subcontracts that he proposes to let to the PC setting out:

- the scope and extent of the works to be included in any particular subcontract;
- the time at which subcontracts will be let; and
- the duration of the subcontract;

The scope and extent of the proposed subcontracts shall be framed in such a manner as will facilitate the achievement of all objectives and principles pertaining to ABE's use and development as are stated in or as may reasonably be inferred from the conditions of this contract, due cognisance being taken of:

- the prevailing levels, ability, resources and previous experience of the potential candidates available;
- the training and assistance to be provided to the ABE's in terms of this contract;
- the period allowed in the Appendix for completion of the Works and the approved programme of works;
- the scope of the Works described in the Project Specifications; and all constraints and conditions contained in this contract, as may impact upon the subcontract.

The level to be applicable to any particular subcontract shall be selected by the Contractor, in accordance with the following criteria:

- the level of subcontract shall be commensurate with the scope and extent of Works included in the subcontract; and
- the level of subcontract shall be selected taking due cognisance of:
    - the prevailing levels of the available candidates;
    - the assistance to be provided by the Contractor to the ABE's for any given level of subcontract;
    - the training and support to be provided to the ABE's in terms of the contract;
    - the training as may have previously been provided to candidate ABE's under this or other contracts.

The Contractor shall formulate the subcontracts in a manner that will facilitate optimum use of available potential ABE's.

d) Engagement of sub-Contractors

The Contractor shall submit a program and procedures that will show the optimum use of ABE's on the contract along the following guidelines.

i) <u>Identification and general training of potential ABE's</u>

The Contractor will, through an appropriate public information campaign in the vicinity of the project, invite potential sub-Contractors to attend information sessions about the scope of the works, the RDP objectives of the Project and the scope of the Works that could be undertaken by ABE's.

Potential ABE's shall be invited to attend training workshops that could include the following modules:

- Estimating and Tendering
- Conditions of Contract & Specification
- Basic Business Appreciation
- Statutory obligations pertaining to the requirements and procedures of inter alia:
  - Site tax/income tax deductions from the amounts due to their employees;
  - The occupational Health and Safety Act 1993; (Act No 85 of 1993);
  - Value-added tax (VAT) and other taxes for which the small sub-Contractor may be liable;
  - His status as an employer.

The training shall be conducted by an accredited training agency and the candidates who successfully complete the training shall receive certificates and their names retained on a list of potential tenderers.

ii) Advertisement

The Contractor shall compile an advertisement setting out the scope and type of work that will be let out to sub-Contractors and inviting interested parties to obtain tender qualification forms. **The compiled advertisement should be submitted to the Employer for approval before placing the advertisement**. The tender qualification form shall elicit information from prospective tenderers that will assist the Contractor in determining the eligibility of the applicant to perform at a particular level of subcontract. This advertisement shall be run in appropriate daily newspapers if available and displayed at public buildings, shops and other places in the vicinity of the project and disseminated through various community structures.

Notwithstanding the above requirements to advertise publicly for invitations to qualify for tenders, the Contractor may invite specific eligible ABE's as he may select.

The PLC shall scrutinize the applications in terms of previous experience, equipment, labour force, financial position and location, but without identification, and allocate them to the type of work that they could potentially undertake, having regard also for further training and support.

If after the initial allocation, there should be an excessive number of candidates, a further selection shall be made to reduce the number of potential tenderers per subcontract to no more than five.

iii) Invitation and site inspection

Applicants who satisfy the pre-qualification process shall be invited to attend a site inspection, conducted jointly by the Engineer and the Contractor at which the tender documents shall be handed over and the exact scope and requirement of each sub-contract explained.

iv) Adjudication and award

Upon receipt of the tenders, the Contractor shall adjudicate the tenders and make proposed awards, based on criteria such as balance of rates, overall tender price against realistic cost to deliver in time and at a reasonable margin of profit.

The proposed awards shall then be submitted to the PC for ratification. The PLC shall have the right to interview any tenderer for the purpose of:

- clarifying any aspect of the tender;
- verifying the eligibility of the tenderer by further enquiry into aspects that may not be clear from the pre-qualification; and
- making alternative proposals in the event that it is considered a better selection as is available to the Contractor.

Notwithstanding the above, since the responsibility for due performance vests with the Contractor, the Contractor's decision is final should agreement with the PC not be reached as to the preferred candidate.

e) Training, Mentoring, Guidance and Assistance

i) Structured training and support

The PLC may assist in identification of the contract workers to undergo training as specified in the training programme specifications in paragraph 9 of this section.

The PLC may assist with formalising a structured development programme for ABE sub-Contractors, having regard for the resources and experience of the ABE's that have been engaged and the scope and level of the subcontracts, in accordance with the criteria set out below.

ii) Co-operative Venture

ABE Contractors who have been identified in the pre-qualification stage and who have some experience and equipment, but who operate independently with little training and backup, should be brought together with a view to forming a co-operative venture to allow them to access work requiring varied skills and equipment and of a larger magnitude.

iii) ABE support office

Such an office shall be part of the Contractor's own site establishment and shall provide administrative and technical services exclusively to ABE's that have been selected according to the processes defined in these project specifications. The following support shall be provided:

- Materials ordering
- Invoicing
- Wage packaging
- Cost control
- Work scheduling
- Setting out of work
- Measurement of work done
- Training

Such an office shall be staffed in joint venture between the Contractor, who shall be paid an amount under the contract for ABE support, the Employer via the training allowed for in the contract, and the ABE's who shall pay a service fee.

iv) Financial Assistance to ABE's

The Contractor shall tender to assist ABE's with:

- Funding of wages between payment certificates at the start of the contract
- Payment for materials channelled through their accounts
- Guarantees for financing of equipment

v) Supply of services and materials

As part of the pre-tender communication strategy, local business and local community structures should be informed of the needs so that they can prepare themselves to take advantage of the opportunities to provide goods and services.

Cartage only subcontracts could be advertised as ABE work and included in the statistics if the proper procedures are followed.

The supply only of material as well as the supply of labour through labour brokers who will work under the supervision of the Contractor, shall not count towards the target of work done by ABE's.

vi) Accredited training

Over and above the in-task training provided to the workforce, training by accredited training providers shall be provided to ABE's as enterprises with the aim of progressing through the levels as defined. The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the ABE's regarding attendance and participation therein. The Contractor shall further make all reasonable efforts to co-ordinate the programming of the ABE's work with that of the delivery of the structured training.

C3.6.4 DISPUTE AVOIDANCE AND RESOLUTION PROCEDURES

The Contractor shall at all times apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular ABE's concerned, as well as the level of subcontract applicable.

The Contractor shall closely monitor and supervise all ABE's and wherever feasible, shall give reasonable warning to the ABE's when any contravention of the terms of the subcontract has occurred or appears likely to occur.

The Contractor shall, whenever feasible, give the ABE's reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the ABE's in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the ABE's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a ABE's, such dispute shall be resolved in accordance with the provisions of the subcontract. Notwithstanding, either party may at any time, refer any dispute to the Project Liaison Committee, the PC or the Engineer for consideration, with a view to facilitating the resolution thereof.

No opinion expressed by, or resolution or decision of the Project Liaison Committee, pertaining to any matter referred to it shall be binding on either party to the subcontract unless:

- it is stated in the subcontract agreement that the Contractor shall be bound by such opinions, resolutions or decisions; or
- the Contractor is instructed in writing by the Engineer to give effect thereto, in which case such instruction of the Engineer may be deemed to constitute an "instruction" as contemplated in the General Conditions of Contract.

C3.6.5 CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of subclause 8(4) of the conditions of contract, the Contractor shall be fully liable for the acts, defaults and neglects of any ABE's, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Nothing contained in this specification shall be deemed to constitute or imply any warranty given by the Contractor to any party, that any ABE's to whom a subcontract is awarded in accordance with the provisions of this specification:

- can or will actually achieve the successful execution and completion of the subcontract; nor
- will not suffer losses or damages as a result of the acceptance of his tender/quotation.

C3.6.6 CERTIFICATE OF EXPERIENCE

The Contractor shall on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the small, medium and micro enterprise a certificate stating:

a) Contract data:

- Contract title;
- Contractor's full name and address;
- Engineer's name and address;
- Employer's name;

b) Subcontract data:

- ABE's name and address;
- Scope or extent of the subcontract works;
- Value of the subcontract works;
- Applicable level of the subcontract;
- Duration of the subcontract;
- Date of completion of the subcontract;
- Description of the training undergone by the ABE's and certifying the ABE's completion of the subcontract.

The format, layout and appearance of certificates shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates shall be signed by the Engineer and a senior representative of the Contractor, who has been duly authorised thereto.

C3.6.7 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis, daily labour returns to the Engineer indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.

C3.6.8 TEMPORARY WORKFORCE

a) Record of workforce

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the Part C1.2.2: Contract Data.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the PLC or CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the contract relating to training).

The PLC or CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The PLC or CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remainingportion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the PLC or CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences

regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) Terms and Conditions Pertaining to the Employment of the Temporary Workforce

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers are observed.

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil Engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.6.9 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated sub-Contractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE sub-Contractors workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE’s progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.6.10 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognised by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training, by instructing and motivating the relevant sub-Contractor regarding his staff's attendance and participation therein.

The Contractor shall further make all reasonable efforts to co-ordinate sub-Contractors work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.6.11 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 55.1.5 of the conditions of contract or the penalties specified for non attaining the prescribed CPG's will be applied and doubled.

C3.6.12 MEASUREMENT AND PAYMENT

ITEM		UNIT
C3.6.01	**Training**	
(a)	Technical skills….....	Prov Sum
(b)	Generic Skills	Prov Sum
(c)	Entrepreneurial Skills.....	Prov Sum
(d)	HIV/AIDS	Prov Sum
(e)	Training venue	Prov Sum
(f) Contractor's profit and all other charges		
(i) Technical skills		percentage (%)
(ii) Generic Skills.....		percentage (%)
(iii) Entrepreneurial Skills.....		percentage (%)

(iv) HIV/AIDS.....percentage (%)

The provisional sums under items (a) to (e) provided shall cover all the cost of the training as described in this Section of the Particular Specifications

The tendered percentage under item (f) are percentages of the amounts actually spent under the items (a) to (e), which shall include full compensation for the handling costs of the Contractor, and the profit.

ITEM **UNIT**

C3.6.02 Remuneration of the project liaison

(a) Project liaison officer.....PC Sum

(b) Project liaison committee ..... PC Sum

(c) Contractor's profit and all other charges .....percentage (%)

The provisional sum provided shall cover the salary of the duly elected and approved CLO and the payments made by the Contractor to duly elected and approved community members for attending official PLC meetings respectively under (a) and (b).

The tendered percentage under item (c) is a percentage of the amounts actually spent under the items (a) and (b), which shall include full compensation for the handling costs of the Contractor.

ITEM **UNIT**

C3.6.04 **Penalties**

a) Contract participation goals for subcontracting to Affirmable Business Enterprises (ABE) / Targeted Enterprises (CIDB 1CE PE - CIDB 2CE PE) percentage point

b) Targeted Labour..... percentage point

The **penalty** for item (a) for not meeting the minimum CPG (refer to Part T2: Returnable Documents) shall be as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \mathbf{0.5} \times \frac{(D - Do)}{(100)} \times N_A$$

where

D = tendered Contract Participation Goal percentage

Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
N_A = Net Amount
P = Rand value of penalty payable.

THE minimum set-aside on this for contract for subcontracting to Affirmable Business Enterprise (ABE) / Targeted Enterprise (CIDB 1CE PE – CIDB 4CE PE) is 30%

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \mathbf{1.0} \times \frac{(D - Do)}{(100)} \times N_A$$

where
D = tendered Contract Participation Goal percentage
Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
N_A = Net Amount
P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 4 employees for every R1million spent.

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF

COMMUNITY SAFETY, ROADS AND TRANSPORT

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH CIDB GRADING 8CE OR HIGHER FOR THE REHABILITATION OF BRIDGE 244 ON THE SECONDARY ROAD S722 NEAR BOTHAVILLE FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF 18 MONTHS.

CONTRACT NUMBER
CSR&T/BID01/2026/27

Part C4. Site Information

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C4.2	**Tender Drawings**	**Page C4.2-287**

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Part C4.1 Location Maps

Maps indicating the surfaced road in Table C3.1.4.1 are attached at:

- Annexure A: Location Map of Bridge 244
- Annexure B: Drawings

ANNEXURE A

Bridge 244 Locality

Part C4.1
Location Map

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