

TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

PROCUREMENT DOCUMENT

DECEMBER 2024

ISSUED BY:

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

NAME OF TENDERING ENTITY:.....

ADDRESS:

TEL NO.EMAIL.

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

BILL A: BENONI REGION R.....

BILL B: BRONKHORSTSPRUIT REGION R.....

BILL C: KRUGERSDORP REGION R.....

BILL D: PRETORIA REGION R.....

BILL E: VEREENIGING REGION R.....

BILL F: KOEDOESPOORT STORES R.....

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

CONTENTS

Colour

THE TENDER

PART T1 : TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER	White
T1.2	TENDER DATA	Pink

PART T2 : RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow
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THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	White
C1.2	CONTRACT DATA	White
C1.3	OTHER CONTRACT FORMS	White

PART C2 : PRICING DATA

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

PART C3 : SCOPE OF WORK C3.1

SCOPE OF WORK	Blue
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PART C4 : SITE INFORMATION

C4.1	THE WORKS: DESCRIPTION AND EXECUTION	Green
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PART T1: TENDERING PROCEDURES

Tender Notice and Invitation to Tender

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

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 14/06/2024	Supply and delivery of bitumen related products	Venue: Main Boardroom, Department of Roads and Transport, 1215 Nico Smith Street Koedoespoort Pretoria Date: 21 January 2025 Time: 10H00 NB: Failure to attend site briefing and sign the attendance register will result in disqualification	Date: 13 February 2025 Time: 11H00 Tender Box: Gauteng Department of Roads and Transport, Ground floor, Life Centre Building. 45 Commissioner Street, Johannesburg.

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

In terms of Preferential Procurement Regulation of 2022, the Department will be applying the 90/10 and 80/20 preference point system.

OBJECTIVE CRITERIA

The principle of the “work-spread model” will be implemented as follows at the tender evaluation:

Bidders will be disqualified:

If the bidder has three (3) or more contracts that are currently in progress or have not been certified as practically complete at the time of tender closure with the Department; or

If the bidder has contract/s that amounts to more than R250 million which have a contractual remaining period of more than 12 months with the Department that are currently in progress or have not been certified as practically complete at the time of tender closure.

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

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

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

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

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

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

- Fully complete, sign and submit SBD 4 and SBD 6.1 which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document.

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

OTHER KEY RETURNABLES:

- Tax compliance status pin.
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Certified ID Copies of company members and shareholders
- CSD Report or MAAA number

FUNCTIONALITY EVALUATION:

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

FUNCTIONALITY CRITERIA		
Company Experience (Max 40 Points)	Delivery Capability (Max 40 Points)	Bank Rating (Max 20 Points)
Experience in Supply and Delivery Bitumen of Related Products Failure to submit required completion certificates /reference letter with a corresponding PO and appointment letter will result in bidder scoring zero points. NB: Completion certificates must be signed by all relevant parties and as per applicable contract	Letter of intent (Failure to submit letter of intent from supplier will result in the bidder scoring zero points)	(Failure to submit proof of bank rating from the relevant bank will result in the bidder scoring zero points) NB: The date of bank stamp must be less than 12 months from the date of the bid closure
(Submit completion certificates) Appointment letters, purchase orders and completion certificates / reference letters signed by all relevant parties for previously completed supply and delivery of bitumen related products: (Max 40 points) •One project of R50m or above / 3 or more projects with a combined value of R50m and above completed: (40 points) • One project of between R10m and less than R50m / 2 projects of a combined value of between R10 and less than R50m completed: (30 points)	Letter of intent from supplier Letter of intent from suppliers must clearly indicate the company name (Tenderer), tender number, tender description and clearly state the supply and delivery of bitumen products. (The letter of intent must be on a company letterhead with contactable references.) Letter of intent submitted: (40 points)	Bank rating of: Rating A: (20 points) Rating B: (15 points) Rating C: (10 points) Rating D to H: (0 points)

1 project of between R1m and less than R10m completed: (20 points) - No project or between R0 and less than R1m completed: (0 points) Practical completion certificates or ongoing projects will not be considered		
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PREFERENCE POINT SYSTEM EVALUATION:

The Department will apply the 90/10 and 80/20 preference point system in accordance with Regulation 5 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

PREFERENCE POINT SYSTEM	POINTS	POINTS
Price	90	80
Specific Goals (refer to requirements below)	10	20
Total points for Price and Preference Points	100	100

Specific Goals Requirements:

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

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

SPECIFIC GOALS	PROOF OF EVIDENCE	10 POINTS	20 POINTS
Race	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1	1
Women	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women and copies of Identity Documents for Directors to claim points.	3	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least	2	5

	51% owned by youth and copies of Identity Documents for Directors to claim points.		
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit. In case of a sworn affidavit, bidder must submit a copy of a valid Medical Certificate signed by a Medical Practitioner to claim points	1	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & tax invoice or statement not older than three (3) months in the name of the Bidder or Director or proof of lease agreement in the name of the Lessee signed by both parties. Should the evidence provided be in the name of the Director, the address on the evidence will be verified on the CIPC document or CSD	2	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	1	2

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

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

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

Bidders should note the following:

- Functionality will be scored out of 100 points.
- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is ninety (90) days. However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.
- Appointed bidders will be required to submit 10% guarantees within 14 days from the day of appointment.
- The department will conduct a detailed risk assessment on the recommended bidder(s).

NB:

- **Amounts written in words take precedence over amounts in figures, in case of any discrepancy.**
- **Bidders are required to sign a bids submission register which will be handled by the security officer.**
- **Potential suppliers must note that in terms of departmental policy, the Department reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.**

Correspondence

- For enquiries contact Supply Chain Management at drtscmbidadmin@gauteng.gov.za.
- Bidders to expect responses within 7 days prior to the closing date.
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, e-Portal and Departmental Websites for publication of responses and other communication.

Tender Documents

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

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the: 13 December 2024.

OR Alternatively

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

Bid Submission

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

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

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

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

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11H00 on the closing date indicated above.

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Part T1.2 Tender Data

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

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

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

Clause number	Tender Data
F.1.1	The employer is the Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Private Bag X83, Marshall Town.
F.1.2	The Tender Documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Other Contract Forms Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - The Works : Description and execution
F.2.1	CIDB rating as outlined in the published Tender Notice and Invitation to Tender.
F.2.7	The arrangements for a compulsory clarification meeting are as outlined in the published Tender Notice and Invitation to Tender.
F.2.12	No alternative tenders will be considered.
F.2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture.
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original
F.2.13.4	Submit only the signed original tender

F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Foyer of Life Centre Building Physical address: 45 Commissioner Street, Johannesburg. Identification details: TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT and the closing date and time of the tender.
Clause number	Tender Data
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15 F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.20	The tenderer is required to submit upon appointment a letter of intent from an approved insurer undertaking to provide the Form of Guarantee to the format included in Part T2.1 of this procurement document.
F.2.23	The tenderer is required to comply and submit the documents outlined in the published Tender Notice and Invitation to Tender.
F.2.24	The tenderer must be cognisant of paragraph " <u>Bidders should note the following</u> " of the published Tender Notice and Invitation to Tender.
F.3.11.3	The tenderer must be cognisant of the functionality criteria in respect of Bitumen Related Products as outlined in paragraph " <u>FUNCTIONALITY EVALUATION</u> " of the published Tender Notice and Invitation to Tender.

F.3.13.1	Tender offers will only be accepted if: a) The tenderer submits a valid Tax C Compliance Status Pin in the name of the tendering entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) <u>The proposed Guarantor</u> must complete the Form of Intent to provide a Guarantee to the tenderer on the format included in Part T2.2 of this procurement document c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) The tenderer has not: 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; and e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
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TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

PART T2: RETURNABLE DOCUMENTS Part T2.1

List of Returnable Documents

1 Documents required for tender administrative purposes

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

2 Returnable Schedules required for tender evaluation purposes The tenderer must complete the following returnable documents:

- Tax Compliance Status Pin
- Form of Intent to Provide a Form of Guarantee
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest

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

- Tenderer's B-BBEE Verification Certificate
- SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

4 C1.1 Forms of Offer and Acceptance

5 C1.2 Contract Data (C1.2.3)

6 C2.2 Bill of quantities



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

1 Documents required for tender administrative purposes

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

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

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax

reference number

Section 6: Record in the service of the state

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

an employee of any provincial department, national

☐ a member of any municipal council

☐

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

*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:

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Certificate of Authority

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

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

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

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Schedule of Proposed Subcontractors

- **No sub-contracting is allowed**



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Schedule of recently completed and current contracts

List not more than seven contracts completed

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

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



TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Schedule of Plant and Equipment

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

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

Description, size, capacity, etc.	Quantity

Signed _____ Name _____ <i>Tenderer</i> _____	Date _____ Position _____ _____
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GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Occupational Health and Safety Act: Statement by Tendering Entity

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

.....

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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Tenderer's Bank Details

Notes to tenderer:

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

The tenderer shall provide the following:

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

Bank Stamp

SIGNED BY TENDERER:

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Schedule of Tenderer's Litigation History

Note to tenderer:

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

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Schedule of Special Materials

Notes to tenderer:

1. Refer to Particular Condition of contract amending sub clause 13.8 of the General Conditions of Contract.
2. Only net bitumen content of asphalt and bituminous products shall be subject to rise and fall and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
3. For the purpose of clarity when using this form, a supplier is any company (including refineries) that supplies to a tenderer a bituminous product that it manufactures using bitumen as the sole or blended ingredient in the product. A tenderer shall, in compliance with note 4 below, attach to this form a letter of supply from each supplier it intends using in the performance of the contract.
4. Tenderers shall append to this page the following information on a letterhead from their selected supplier:
 - The supplier's company registration and address details; and
 - The product range available including refinery from which the base bitumen is drawn; and
 - The net base bitumen type and content for each product; and
 - The supply price (excluding VAT but including all other obligatory taxes and levies) to the tenderer for the net bitumen base content of each product; and - The date from which the supply prices apply.
5. Rise and fall adjustments shall only be made upon receipt by the Project Manager of the appropriate letters of supply in compliance to note 4 above, but with the changed supply prices and date of application, as well as reasons for the changes.
6. A change of supplier may be permitted, but only upon application to the Project Manager with the appropriate letters of supply in compliance to Note 4 above and approval thereof.
7. Non-disclosure of reduction in supply prices shall be deemed a contractor's deliberate action to defraud the Employer and grounds for the Employer, at its sole discretion, to terminate the contract.

Each material dealt with as a special material in terms of clause 4 of the Contract Price Adjustment Schedule of the Appendix to the Particular Conditions of Contract as amended by the Particular Conditions is stated in the list below. The rates and prices for the special materials shall be furnished by the tenderer as an attachment to this Form, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	NAME OF SUPPLIER AND RATE OR PRICE FOR THE BASE MONTH
N/A	N/A	N/A

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

SIGNED ON BEHALF OF THE TENDERER:

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

2 Returnable Schedules required for tender evaluation purposes

Tax Compliance Status Pin for Tenders

The tenderer is to affix to this page:

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

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



TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Form of Intent to Provide a Form of Guarantee

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

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

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

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Certificate of Insurance Cover

Note to tenderer:

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

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

i) Name of Tenderer: ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor's Equipment

Company:

Value:

- Insurance for Contractor's Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

Tenderer's B-BBEE Verification Certificate

Notes to tenderer:

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

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SBD 6.1

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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

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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	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

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

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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.)

Specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (To be completed by the tenderer)
Race	1	1	
Women	3	7	
Youth	2	5	
Disability	1	3	
Bidder must be located within Gauteng Province	2	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	1	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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:	

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Part C1 Agreements and Contract Data

TABLE OF CONTENTS	PAGE
C1.1 FORMS OF OFFER AND ACCEPTANCE.....	41
C1.1.1 FORM OF OFFER.....	41
C1.1.2 FORM OF ACCEPTANCE.....	43
C1.1.3 APPENDIX TO FORM OF ACCEPTANCE.....	45
C1.2 CONTRACT DATA.....	46
C1.2.1 CONDITIONS OF CONTRACT.....	46
C1.2.2 CONTRACT DATA – INFORMATION PROVIDED BY THE EMPLOYER.....	66
C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER.....	69
C1.3 OTHER STANDARD FORMS.....	70
C1.3.1 FORM OF OCCUPATION HEALTH AND SAFETY ACT 1993.....	70
C1.3.2 FORM OF GUARANTEE.....	72
C1.3.4 FORM OF BANKING DETAILS.....	74

C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

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

Sir,

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

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

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

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

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

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

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

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

BILL F:
.....(in words)

You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension

thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

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

Yours faithfully

SIGNATURE: DATE:.....

NAME (IN CAPITALS):.....

CAPACITY:

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

Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE

To _____

_____ *(Name of successful tenderer)*

Dear Sir,

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

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

BILL A:

.....(in words)

(R in figures)

BILL B:

.....(in words)

(R in figures)

BILL C:

.....(in words)

(R in figures)

BILL D:

.....(in words)

BILL E:

.....(in words)

BILL F:

.....(in words)

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

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

Part C1: Agreements and Contract Data (including this form of acceptance),

Part C2: Pricing Data,

Part C3: Scope of the Work,

Part C4: Site Information

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

- a) Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation state* "There are no deviations, variations or changes to the documents.") Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
- b) Within 14 calendar days of the date of this form of acceptance (including the schedule of deviations if any) you shall deliver to the Employer:
- Performance Security (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 5% calculation shall be based on the accepted contract value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.
 - Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
 - Proof that the contract has been registered by the Department of Labour in terms of Occupational Health and Safety legislation, for which purpose the relevant forms have already been partially completed by the Employer and attached hereto.
 - The completion of the attached Employer's Form of Banking Details.

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

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

Signature Date

Name

Capacity

for the Employer Department of Roads and Transport
Chief Directorate Maintenance

Name and Signature of Witness

Date

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

- 1.
- 2.
- 3.
- 4.

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

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

TABLE OF CONTENTS	PAGE
PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS.....	48
B: PARTICULAR CONDITIONS OF CONTRACT.....	49
DEFINITIONS	51
INTERPRETATION	52
OF DOCUMENTS.....	52
AGREEMENT	52
DOCUMENTS	52
AUTHORITY.....	53
PROCEDURES.....	53
DATA.....	53
AND FACILITIES	53
EQUIPMENT.....	54
ENVIRONMENT	54
ISSUE MATERIAL	54
SAFETY.....	54
CONTRACTOR	55
WORK	55
COMPLETION	55
OF THE WORKS	55
11.11 CLEARANCE OF SITE	56
EVALUATION.....	56
VARIATION PROCEDURE	56
PROVISIONAL SUMS	56
DAYWORK.....	56
ADJUSTMENTS FOR CHANGES IN COSTS	56
APPLICATION FOR INTERIM PAYMENT CERTIFICATES.....	57
PLANT AND MATERIALS INTENDED FOR THE WORKS	57
ISSUE OF INTERIM PAYMENT CERTIFICATES.....	57
PAYMENT	58

DELAYED PAYMENT	58	14.10
STATEMENT AT COMPLETION	58	14.11
APPLICATION FOR FINAL PAYMENT CERTIFICATE	58	14.15
CURRENCIES OF PAYMENT	58	15.2
TERMINATION BY THE EMPLOYER	58	17.3
EMPLOYER'S RISKS	59	18.1
GENERAL REQUIREMENTS FOR INSURANCES	59	18.2
INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT	59	18.3
INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY	59	18.4
INSURANCE FOR CONTRACTOR'S PERSONNEL	59	19.1
DEFINITION OF FORCE MAJEURE	59	19.5
FORCE MAJEURE AFFECTING SUBCONTRACTOR	59	20.1
CONTRACTOR'S CLAIMS	59	20.2
SETTLEMENT OF DISPUTES	60	20.3
MEDIATION.....	61	20.4
REFERENCE TO COURT	62	20.5
SPECIAL DISPUTES	62	20.6
CONTINUING VALIDITY OF SUB-CLAUSES 20.2 TO 20.6	62	APPENDIX:
GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT	62	ANNEX:
PROCEDURAL RULES.....	62	CONTRACT PRICE
ADJUSTMENT SCHEDULE	63	

PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

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

PART B: PARTICULAR CONDITIONS OF CONTRACT

Note to tenderer:

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

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

CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

SUBJECT INDEX

	Clause		Clause
BE Definitions	1.1.2.11	Fossils	4.24
BE Subcontractors	4.1 & 4.4	Health & Safety	6.7
Appendix to Tender	1.1.1.9	Indemnity by Contractor	6.12
Assignment	1.7		
Clearance of Site	11.11	Insurance – General requirements	18.1
Commencement of Works	8.1	Laws	1.1.6.5
The Contract	1.1.1	Letter of Acceptance	
Contract Agreement	1.6	Materials on Site	14.5
Contract Documents - no. of copies	1.8	Payment Certificates	14.6
Contract Price Adjustment schedule	13.8	Performance Certificate	11.9
Contractor's Claims	20.1	Performance Security	4.2
Contractor's Equipment	4.17	Priority of Documents	1.5
Contractor's Obligations – B-BBEE Requirements	4.1	Programme	8.3
Currencies of Payment	14.15	Protection of Environment	4.18
Day work	13.6	Provisional Sums	13.5
Disorderly Conduct	20.2	Retention Money Guarantee	14.3
Disputes	20.3	Right of way & facilities	4.13
Settlement of			
Mediation	20.3	Safety Procedures	4.8
Court	20.4	Site Data	4.10
Special	20.5	SMME	1.1.2.12
	1.5	Specifications	
Documents – Priority		Subcontractors & Suppliers	4.4
Electricity, Gas, Water	4.19	Supplementary Agreement	1.1.6.10
Employer's Equipment	4.20	Taking over parts of works	10.2
		Tender	
Employer's Personnel	2.3	Variations – Procedures	13.3
Employer's Risks (SASRIA)	17.3	Working hours	6.5
Employer's Sole Authority	3.1	Written Communications	1.2
Environmental Protection	4.18		
Force Majeure: Subcontractor and Supplier	19.5		

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

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

Replace 1.1.1.3 with:

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

Replace 1.1.1.4 with:

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

Replace 1.1.1.5 with:

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

Replace 1.1.1.7 with:

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

Replace 1.1.1.8 with:

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

Replace 1.1.1.9 with:

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

1.1.1.10 - Add the following:

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

1.1.3 Dates, Tests, Periods and Completions

Replace 1.1.3.9 with:

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

1.1.6 Other Definitions

1.1.6.5 "Laws"

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

Add the following:

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

1.2 Interpretation

Replace the contents of (d) with:

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

1.5 Priority of Documents

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

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

1.6 Contract Agreement

Replace the 1st two sentences with the following:

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

1.7 Assignment

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

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

1.8 Care and Supply of Documents

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

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

2.3 Employer’s Personnel

In the 1st sentence delete “and the Employer’s other contractors”.

3.1 Project Manager’s Duties and Authority

After the 3rd paragraph insert the following:

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

4.2 Performance Security

Replace the 2nd paragraph with:

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

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

4.4 Subcontractors

In the first paragraph delete “the whole of the Works” and add “no subcontracting is allowed”.

4.7 Setting Out

Amend the second line of the second paragraph to read:

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

4.8 Safety Procedures

Add the following sub-paragraph:

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

4.10 Site Data

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

4.13 Rights of Way and Facilities

Add the following paragraph:

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

4.17 Contractor’s Equipment

Add the following paragraph:

“The Contractor shall notify the Project Manager, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor.”

4.18 Protection of the Environment

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

Add the following paragraph:

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

4.19 Electricity, Water and Gas

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

4.20 Employer’s Equipment and Free-Issue Material

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

4.21 Progress Reports

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

4.22 Security of the Site

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

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

Add the following sub clause:

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

4.24 Fossils

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

6.5 Working Hours

Replace the 1st sentence with the following:

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

6.7 Health and Safety

Replace the 1st paragraph with the following:

“The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services (including the provision at all times of a person qualified to render medical first aid) and a supply of potable water for the Contractor’s, the Employer’s and the Project Manager’s personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site.” *Add the following sub-clause:*

“6.12 Indemnity by Contractor

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

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

8.1 Commencement of Work

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

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

8.4 Extension of Time for Completion

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

8.7 Delay Damages

Add the following after the first paragraph:

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

Add the following paragraph:

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

10.2 Taking Over of Parts of the Works

Delete the 2nd paragraph.

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

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

Delete the 5th paragraph.

11.9 Performance Certificate

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

Delete the last sentence of the 2nd paragraph.

11.11 Clearance of Site

Replace the 1st paragraph with the following:

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

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

12.3 Evaluation

Replace the second sentence of paragraph two with the following:

"However a new rate or price shall be appropriate for an item of work only if notice has been given and if ..."

Replace the word "Contract" with 'Appendix to Tender'.

13.3 Variation Procedure

Replace the 3rd paragraph with the following:

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

13.5 Provisional Sums

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

13.6 Day work

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

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

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

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

13.8 Adjustments for Changes in Costs

Replace this sub-clause with the following:

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

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

14.3 Application for Interim Payment Certificates

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

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

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

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

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

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

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

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

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

14.5 Plant and Materials intended for the Works

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

Delete the 2nd paragraph.

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

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

Add the following paragraph:

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

14.6 Issue of Interim Payment Certificates

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

14.7 Payment

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

Delete the 2nd paragraph.

14.8 Delayed Payment

Replace the 2nd paragraph with the following:

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

14.10 Statement at Completion

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

14.11 Application for Final Payment Certificate

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

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

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

14.15 Currencies of Payment

Delete this sub-clause.

15.2 Termination by the Employer

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

"(f) Gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
- (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,

or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

Add the following sub-paragraph:

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

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

"or g)"

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

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

17.3 Employer's Risks

Add the following to sub-paragraph (c):

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

18.1 General Requirements for Insurances

Replace this sub-clause with the following:

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

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

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

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

18.2 Insurance for Works and Contractor's Equipment

Delete this sub-clause.

18.3 Insurance against Injury to Persons and Damage to Property

Delete this sub-clause.

18.4 Insurance for Contractor's Personnel

Delete this sub-clause.

19.1 Definition of Force Majeure

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

19.5 Force Majeure Affecting Subcontractor

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

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

20.1 Contractor's Claims

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

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

Replace the 6th paragraph with the following:

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

Delete the 8th paragraph.

20.2 to 20.8

Replace these sub-clauses with the following:

20.2 Settlement of Disputes

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

- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
 - i) within 28 days of receipt of notice of the Project Manager's decision, or
 - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Project Manager's decision.

If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.

- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

20.3 Mediation

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

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

- (i) the provisions of Sub-Clause 20.3 shall apply mutatis mutandis in the appointment of a successor, and
 - (ii) in making his nomination in terms of this sub-clause, the president for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and
 - (iii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.
- (b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:
 - (i) the Party himself, if a natural person, ii) a partner in the case of a partnership, iii) an executive director in the case of a company, iv) a member in the case of a close corporation, v) the Project Manager, vi) a bona fide employee of the party concerned, and vii) a professional Project Manager appointed for the purpose by the Party concerned.
 - (c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:
 - (i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and

- (ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.
- (d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
- (e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.
- (f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.
- (g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by court proceedings.
- (h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.
- (i) Irrespective of the nature of the mediator's opinion:
 - (i) each Party shall bear his own costs arising from the mediation, and
 - (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

20.4 Reference to Court

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

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

20.5 Special Disputes

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

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

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

20.6 Continuing Validity of sub-clauses 20.2 to 20.6.

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

APPENDIX: General Conditions of Dispute Adjudication Agreement

Delete this appendix

ANNEX: Procedural Rules

Delete this annexure

APPENDIX TO THE PARTICULAR CONDITIONS:

CONTRACT PRICE ADJUSTMENT SCHEDULE

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

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

in which the symbols have the following meanings:

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

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

“L” is the “Labour Index” and shall be the “Consumer Price Index for all items” for the urban area specified in the Contract Data, as published in the Statistical Release P0141.1, Table A, of Statistics South Africa.

“E” is the “Equipment Index” and shall be the “Plant and Equipment list” from the “Mining & Construction Plant & Equipment Price index” as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa.

“M” is the “Materials Index” and shall be the “Civil Engineering Materials Price Indices”, as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa. Note that “Civil Engineering Material (Excl. reinforcing metal work)” is applicable to this project.

“F” is the “Fuel Index” and shall be the index for diesel, as published in the Statistical Release P0142.1, Table 1, of Statistics South Africa

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

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

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

**2. Assessment
of amount
subject to
adjustment**

For the purpose of calculating the adjustment to the value of the certificates, the amount “Ac” shall be determined by the formula:

$$Ac = T - S - D - W - G - Ap$$

In which formula the symbols have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purpose of this clause, “the net amount of any Variation” in respect of a particular material referred to as a “special material” in terms of sub-clause 13.8 shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Material and the equivalent rate or price actually paid by the Contractor for the Material by the quantity of the Material in question.
5. **Assessment of indices if certificates are not issued monthly**

If more than one month intervenes between the months applicable to any Payment Certificate and the month applicable to the immediately succeeding payment certificate, then the indices “Lt”, “Et”, “Mt” and “Ft” applicable to the succeeding Payment Certificate shall each be taken as the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

APPENDIX TO TENDER

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

<u>Item</u>	<u>Clause No</u>	<u>Data</u>
Employer	1.1.2.2	means The Department of Roads and Transport The Employer’s address is: Department of Roads and Transport Private Bag X83 Marshalltown 2107
Project Manager	1.1.2.4	The Deputy Director, Directorate Maintenance Technical Auxiliary Services, Office Support and Co-ordination at Koedoespoort will act as the Project Manager.
Communications	1.3	The addresses for communication between the parties shall be: KOEDOESPOORT Project Manager 1215 Nico Smith Street Koedoespoort TEL: (012) 310 2200
Period of validity of tender	-	90 days after the closing date for tenders
Time for completion of works	1.1.3.3.	36 months including the contractor’s holidays in December and January
Defects for notification period	1.1.3.7	12 calendar months
Laws	1.1.6.5	The law governing this contract is South African law
Time for access to the site	2.1	Nil (access on Commencement Date)

Amount of performance security	4.2	5 % of the accepted contract amount (CI no. 4.11)
Base date	13.8	Base date for this contract is the month prior to the date of tender closure.
Special non-working hours/days	A6.5	All designated public holidays (including all foreseeable statutory declared election days),
Period in which works must commence	A8.1	Not later than 14 days after the date on a Works Order
Delay damages for the works	A8.7	(a) Delay Damages (i) Late delivery / completion R 5000 per day for any specific works order (ii) Non-compliance R1000 per day
Evaluation	A12.3	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule.(Including agreed items of work listed in variation orders)
Day work allowances	A 13.6	Not applicable
Special materials	A 13.8	Not Applicable – Covered in CPA formulae
CPA	A13.8	CPA Applicable x=0,15 a=0,30 b=0,10 c=0,50 d=0,10 “L” is the Consumer Price Index for Gauteng are CPA factor rounded to fourth decimal
Retention money: - Percentage	14.3 (c)	Not Applicable 0 %
- Limit	14.3 (c)	Not Applicable
Minimum amount of interim payment certificate	14.6	Not Applicable
Contractor to insure with SASRIA	A17.3 (c)	Applicable / Required
Appointment of DAB	A 20.2	Not Applicable

BEE Target values (CPG)	E3.2	Not Applicable
Labour Content		Not Applicable
SMME/BE utilization		Not Applicable
Termination by Employer	15	Applicable
Suspension and Termination by Contractor	16	Applicable
Risk and Responsibility	17	Applicable
Insurance	18.1	Applicable / Required
Insurance for contractors works and equipment	18.2	Applicable / Required
General Public Liability Cover for claims against the Contractor	18.3	Applicable / Required
Insurance for contractors personnel	18.4	Applicable / Required

SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is

Physical Address:

Telephone:

Facsimile:

The authorised and designated representative of the Contractor is:

Name:

The postal address for receipt of communications is:

Telephone:

Facsimile:

Physical Address:

Email:

C1.3 OTHER STANDARD FORMS

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

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

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

.....for.....
.....

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its subcontractors.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY.....

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF GUARANTEE

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

Note to tenderer:

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

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

1. I/We , the undersigned, and
in our respective capacities as
and

and as such duly authorised to represent:
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*

do hereby hold at your disposal the amount of

(R.....) including VAT, for the due fulfilment by
(insert the name of Contractor) (hereinafter referred to as "the Contractor") of its obligations to The Department of Roads and Transport (hereinafter referred to as "Employer") in terms of the above stated contract between the Contractor and the Employer.

2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof we declare ourselves to be fully conversant.

3. The Guarantor undertakes and agrees to pay to the Employer the said amount of R

.....
(R.....) including VAT, or such portion as may be demanded on receipt of a written demand from the Employer, which demand may be made by the Employer if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to the Employer any amount found to be due and payable to the Employer, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.

5. The said amount of R

(R.....) including VAT, or such portion as may be demanded may be retained by the Employer on condition that after completion of the service, as stipulated in the contract, the Employer shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and

- a) must be surrendered to the Guarantor at the time when the Employer accounts to the Guarantor in terms of clause 5 above, or
- b) shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the General Conditions of Contract and
- c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.

7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT

ON THIS DAY OF 20

GUARANTOR:

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

ADDRESSES 1 2

.....

.....

C1.3.4 FORM OF BANKING DETAILS

Notes to Contractor:

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

To:
The Department of Roads and Transport

Chief Directorate Maintenance
1215 Nico Smith Street
Koedoespoort
Pretoria
0186

Dear Sir

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

BANKING DETAILS

By signing this document we accept the following:

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

Account Name:

Bank:.....

Branch Name:

Branch Code:

Account Number:

Yours sincerely

.....
Authorised Signatory for

DATE: ‘



TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

PART C2: PRICING DATA Part C2.1 Pricing Instructions

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

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

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

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

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

Rate: The agreed payment per unit of measurement.

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

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

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. **All items in the Bill of Quantities need to be completed separately. No grouping of items with a single lump sum will be allowed.**
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
9. The Bill of Quantities in the Tender Document must be completed in Black Ink and signed.
10. The Bill of Quantities in the Tender Document must be fully completed – every item must be priced.
11. The contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Department to increase the quantities or not.



TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

Part C2.2 Bill of Quantities



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

C2.2 BILL OF QUANTITIES

BILL A: BENONI REGION

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

BILL A: BENONI REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
	<u>SECTION 4200: ASPHALT BASE AND SURFACING</u>				
B42.21	Continuously graded medium grade asphalt				
(a)	Supply of "Hot Mix" asphalt	ton	1 800		
(b)	Supply of "Cold Mix" asphalt	no	40 000		
(c)	Supply of SS60 Anionic Bitumen Emulsion (200 litre Drums)	no	1 500		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A					

BILL A: BENONI REGION

[illegible]

BILL A: BENONI REGION

[illegible]



TENDER NUMBER: DRT 14/06/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

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

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 00/00/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL B: BRONKHORSTSPRUIT REGION

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

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
	<u>SECTION 4200: ASPHALT BASE AND SURFACING</u>				
B42.21	Continuously graded medium grade asphalt				
(a)	Supply of "Hot Mix" asphalt	ton	1 650		
(b)	Supply of "Cold Mix" asphalt	no	35 000		
(c)	Supply of SS60 Anionic Bitumen Emulsion (200 litre Drums)	no	1 400		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B					

BILL B: BRONKHORSTSPRUIT REGION

[illegible]

[illegible]

TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

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

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 00/00/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL C: KRUGERSDORP REGION

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

[illegible]

[illegible]

[illegible]



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

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

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 00/00/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL D: PRETORIA REGION

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

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
	<u>SECTION 4200: ASPHALT BASE AND SURFACING</u>				
B42.21	Continuously graded medium grade asphalt				
(a)	Supply of "Hot Mix" asphalt	ton	2 200		
(b)	Supply of "Cold Mix" asphalt	no	50 000		
(c)	Supply of SS60 Anionic Bitumen Emulsion (200 litre Drums)	no	2 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D					

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
B42.23	Additional Bitumen Related Products				
(a)	Additional Bitumen Related Products	PC Sum		1	1 200 000.00
(b)	Handling cost on item B42.23 (a)	%	1 200 000	10%	120 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D					1 320 000.00

TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

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

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 14/06/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL E: VEREENIGING REGION

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

BILL E: VEREENIGING REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
	<u>SECTION 4200: ASPHALT BASE AND SURFACING</u>				
B42.21	Continuously graded medium grade asphalt				
(a)	Supply of "Hot Mix" asphalt	ton	1 650		
(b)	Supply of "Cold Mix" asphalt	no	40 000		
(c)	Supply of SS60 Anionic Bitumen Emulsion (200 litre Drums)	no	1 400		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E					

[illegible]

[illegible]



TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

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

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 14/06/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL F: KOEDOESPOORT STORES

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

[illegible]

ITEM NO	DESCRIPTION	UNIT	QUANTITIY	RATE	AMOUNT
B42.23	Additional Bitumen Related Products				
(a)	Additional Bitumen Related Products	PC Sum		1	1 000 000.00
(b)	Handling cost on item B42.23 (a)	%	1 000 000	10%	100 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL F					1 100 000.00

BILL F: KOEDOESPOORT STORES

[illegible]

TENDER NUMBER: DRT 14/06/2024

SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO ALL THE REGIONS IN GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL F – KOEDOESPOORT STORES

4200:	ASPHALT BASE AND SURFACING:	
4200:	ADDITIONAL BITUMEN RELATED PRODUCTS	
8000:	INDEPENDENT TESTING	
SUBTOTAL		
VALUE-ADDED TAX (VAT)(15%)		
TENDER SUM CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 14/06/2024 SUPPLY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

PART C3: SCOPE OF WORKS

C3.1: SCOPE OF WORKS

TABLE OF CONTENTS	PAGE
SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO	88
SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION	89



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO

Notes to tenderer:

1. The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Section A, together with additional amendments as set out in Section B.
2. Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' issued by COLTO (clause 1115 of the Standard Specifications refers).
3. The General Conditions of Contract applicable to this contract are the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer" (1999), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
4. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

As at time of this tender no amendments have been issued.

SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION

Notes to tenderer:

- 1. In certain clauses the Standard Specifications allow 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.**
- 2. 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 series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which 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.**
- 3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the FIDIC Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The Employer assumes no responsibility for the contractor's interpretation of which is the correct relevant clauses.**

PROJECT SPECIFICATIONS

TABLE OF CONTENTS	PAGE
SERIES 1000: GENERAL	111
SECTION B1100: DEFINITIONS AND TERMS	111
SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS	113
 SECTION B4200: ASPHALT BASE AND SURFACING.....	 93

SERIES 1000: GENERAL**SECTION B1100: DEFINITIONS AND TERMS****B1115 GENERAL CONDITIONS OF CONTRACT**

Replace Clause 1115 with the following:

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

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

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

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

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		Definition of FIDIC
1204	1200-2	15	Construction programme	8.3	Construction programme
1204	1200-2		General reference to GCC		Applicable to FIDIC
1206	1200-3	14	Setting out of works	4.7	Setting out of works
1209(a)	1200-4		General references to GCC		Applicable to FIDIC
1209(e)	1200-5	52(2)	Valuation of material brought onto site	14.5	Plant and material intended for use in the works.
1210	1200-5	54(1)	Certificate of practical completion	10.1	Taking-over certificate
1212(1)	1200-7	49(2)	CPA on alternative designs	13.8	CPA on alternative designs
1215	1200-9	45(2)	Extension of time for completion due to abnormal rainfall.	8.4	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	17.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to FIDIC
1303(iii)	1300-1	49	Price adjustment Item 13.01(a)	13.7&13.8	Price adjustment Item 13.01(a)
1303(iii)	1300-2	49	Price adjustment Item 13.01(b)	13.7&13.8	Price adjustment Item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 20%		Not applicable to this contract
1303(iii)	1300-2	53	Variations exceeding 20%		Not applicable to this contract
1303	1300-2	12	Payment Item 13.01(c)	8.1	Payment Item 13.01(c)
1303	1300-2	45	Payment Item 13.01(c)	8.4	Payment Item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	13.3	Variation for rented accommodation
1505	1500-3	40(1)	Variation for temporary drainage	13.3	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	13.5	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	13.3	Payment for oversize material

3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
Item 45.06	4500-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
5803(c)	5800-3	40	Variation, for landscaping	13.3	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	13.3	Variation, for grassing
COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
Item 58.10	5800-10	48	Payment for Extra Work	13.5	Payment for Extra Work
8103(c)	8100-1	40	Variation, for testing material	13.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums		Applicable to FIDIC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	11.11	Clearance of site on completion, with reference to core drilling

Add the following clause:

“B1156 OTHER DEFINITIONS

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

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Contractor

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

Employer

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

Project Manager

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

Site

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

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

Works

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

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Replace the first paragraph with the following:

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

Add the following subclause:

(c) Execution

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

- (i) **The project manager or project manager's representative shall inform the contractor of the scope of works pertaining to a particular section of a road or different road sections within the same administrative region.**
- (ii) **The contractor shall prepare an estimate of quantities, monetary value and contract period for executing the work. A cost estimate shall be prepared and submitted in a form acceptable to the project manager and priced in terms of the relevant contract rates and prices.**
- (iii) **The project manager or project manager's representative shall receive this estimate priced Bill of Quantities, consider the availability of funds and the proposed construction period. No work shall be done unless an approved estimate priced Bill of Quantities has been issued by the employer. The contractor shall also not be allowed to commence with any work until such time as he has entered into agreement with the employer in terms of the Occupational Health and Safety Act, 1993.**
- (iv) **The contractor shall then programme the work pertaining to a particular order to start within the required response time and to be completed by the due completion date. The programme shall be prepared in terms of working days and be approved by the Employer before work commence.**
- (v) **The contractor shall execute the works in compliance with the specifications and with due regard of the total amount of the approved Bill of Quantities. Should the contractor find that the scope of work or the quantities required to effect the necessary work included in the specific order would result in an over expenditure on that Bill of Quantities, he shall inform the Project Manager or Project Manager's representative timeously. No over expenditure on a particular Bill of Quantities shall be accommodated unless the project manager or project manager's representative had been informed timeously of the possible over-expenditure and had been given the opportunity to review the scope of works for that particular Bill of Quantities with the view of adjusting it to remain within the Bill of Quantities amount or to initiate alternative measures available within the Provincial Financial**

System. Such alternative measures may include the issue of a supplementary Bill of Quantities to conclude the work included in the original scope of works, if approved by the project manager.

- (vi) No work shall be done if the environmental conditions are such that the quality of the work will be detrimentally affected or will constitute a hazard to the motoring public.
- (vii) Should conditions outside of the control of the contractor be encountered on site which would materially influence the production by the contractor, the contractor may claim for an extension of time. Such a claim shall in all respects comply with the requirements in the Conditions of Contract.

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

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

Replace the third paragraph with the following:

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

B1209 PAYMENT

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

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

B 1227 MONTHLY SITE MEETINGS

Add the following:

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

Add the following clauses:

B1231 MATERIALS

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

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

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

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

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

SECTION B4000: ASPHALT PAVEMENTS AND SEALS

SECTION B4200: ASPHALT BASE AND SURFACING

B4202 MATERIALS

a) Bituminous binders

(i) Conventional binders

Add the following:

"Bitumen emulsion SABS 308

Cut-Back bitumen SABS 308"

Add the following at the end of this clause:

"The binders to be used shall be as follows:

- (a) Continuously graded surfacing course: 50/70-penetration grade bitumen
- (b) Cold Mix Asphalt: bitumen-emulsion or cut-back bitumen."

b) Aggregates

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the project manager and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted."

(v) Absorption

Add the following sentence:

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0.5%"

(viii) Grading

Insert after the first paragraph the following:

"The grading of the combined aggregate including any filler added in the cold-mix asphalt shall be within the limits stated in Table B 4202/12.

TABLE B4202/12: GRADING LIMITS FOR COMBINED AGGREGATE AND MIX PROPORTIONS FOR COLD MIX ASPHALT

Sieve Size (mm)	Percentage passing through by mass
13.2	100
9.5	98-100
6.7	90-98
4.75	60-92
2.36	30-60
1.18	20-39
Sieve Size (mm)	Percentage passing through by mass
0.600	14-27
0.300	9-19
0.150	7-14
0.075	5-10

Delete the second paragraph commencing with “The target grading...” and add the following paragraphs:

“The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade.”

c) Fillers

Add the following after the last paragraph:

“For tender purposes the active filler shall be hydrated lime”

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after “or active filler content” add:

“or aggregate content”

Replace the fifth paragraph with the following:

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines For The Design Of HotMix Asphalt In South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

TABLE B4203/2: ASPHALT MIX REQUIREMENTS: SURFACING

Property	Continuously graded surfacing mixes
Marshall Stability (kn)	8 - 18
Marshall Flow (mm)	2 - 6
Stability / Flow (kN/mm)	>2,5
VMA (%)	>15
VFB (%)	65 - 75
Air voids (%)	4 - 6
Indirect tensile strength @ 25°C (kPa)	>1000
Dynamic Creep Modules @ 40°C (MPa)	>20
Modified Lottmann @ 7% voids (TSR)	>0,8
Air permeability @ 7% voids (cm ²)	<1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 - 8,0
Filler bitumen ratio	1 - 1,5
Immersion index (%)	-

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

Add the following sub-clauses:

f) Approval of asphalt mixture

Before any asphalt is placed on the road, the project manager shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: "Instruction for the Completion of As-Built Materials Data Sheets" with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be the contractor's cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the project manager to carry out check design testing as necessary. The above design and aggregate shall be submitted to the project manager at least six weeks before it is intended to commence with any asphalt production.

After approval is obtained for the laboratory design mix, a plant mix at varying binder contents of approximately 5 to 10 tons each shall be produced. The purpose of the plant mix is for the contractor to prove that the laboratory design mix can be produced successfully. The project manager shall conduct the necessary testing on the plant mix. The plant mix shall not be placed on the road. During the production of the plant mix, the project manager shall be afforded the opportunity to inspect the asphalt plant.

g) Notification for supply of asphalt

The employer will give the supplier at least 48 hours' notice for any asphalt to be supplied."

B4214 QUALITY OF MATERIAL AND WORKMANSHIP

Add the following sub-clause:

d) Special tests

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the project manager suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

Add a new section "B4215 SPECIAL REQUIREMENTS FOR COLD MIX ASPHALT" and renumber the existing "SECTION 4215" to "SECTION B4216"

"B4215 SPECIAL REQUIREMENTS FOR COLD MIX ASPHALT

- (i) Cold mix asphalt shall be provided in 25 kg bags and shall have a minimum shelf life of one year.
- (i) Cold mix asphalt in bags shall be delivered to the Koedoespoort Depot by the supplier." (50 Bags per pallet).

B4216 MEASUREMENT AND PAYMENT

Add the following payment items:

Item	Unit
"B42.21 Continuously graded medium grade asphalt	
a) Supply of "Hot mix" asphalt	ton (t)

The unit of measurement shall be ton of continuously graded minimum grade asphalt produced at and collected by the employer from the manufacturing plant. No additional compensation shall be payable for aggregate or bitumen variations. The rate tendered must include full compensation for all cost for labour, materials and plant to provide an asphalt mix as required.

- b) Supply and delivery of "Cold mix" asphalt Number (No)

The unit of measurement shall be the number of 25 kilogram (kg) bags of "Cold Mix" asphalt that have been supplied and delivered to the depot in Koedoespoort. No additional compensation

shall be payable for aggregate or bitumen variations. The rate tendered must include full compensation for all cost for labour, materials, plant and transport required to manufacture the "Cold Mix" asphalt and to deliver at the Koedoespoort Depot."

- c) Supply and delivery of S60 Anionic bitumen emulsion..... Number (No)

The unit of measurement shall be the number of S60 anionic bitumen emulsion (200 litre drums) supplied and delivered to the depot in Koedoespoort. No additional compensation shall be payable for aggregate or bitumen variations. The rate tendered must include full compensation for all cost for labour, materials, plant and transport required to manufacture the S60anionic bitumen emulsion and delivery at the Koedoespoort Depot."

Item	Unit
"B42.23 Additional Bitumen Related Products	
a) Cost of delivery to Koedoespoort Stores.....	PC Sum
b) Charge on Prime Cost Sum.....	Percentage (%)

Payment shall be done as instructed by the project manager

SECTION 8000: SUNDRIES

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B81.02 Independent Testing as requested by the Employer.

- a) Independent Testing as requested by the Employer Provisional Sum
b) Handling Cost on Provisional Sum.....Percentage (%)

The provisional sum provided to cover the cost of special tests as requested by the Employer in terms of clause 8115 shall be expended in accordance with the provisions of the general conditions of contract. Payment will not be made for any special test should the test indicate that the specifications have not been complied with.



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 14/06/2024 SUPPLY AND DELIVERY OF BITUMEN RELATED PRODUCTS FOR A PERIOD OF THREE YEARS TO THE DEPARTMENT

PART C4: SITE INFORMATION

PART C4: SITE INFORMATION

TABLE OF CONTENTS	PAGE
C4.1 THE WORKS: DESCRIPTION AND EXECUTION	102
C4.4 MANAGEMENT OF THE ENVIRONMENT	103
C4.7 SECURITY	103
C4.8 RESPONSIBILITIES OF THE PROJECT MANAGER AND PROJECT MANAGER'S REPRESENTATIVE	103
C4.9 QUALITY CONTROL	103
C4.10 DISPUTE RESOLUTION	103
C4.11 CLAIMS PROCEDURE.....	103

Information Only

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

MISCELLANEOUS

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

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

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

C4.1 THE WORKS: DESCRIPTION AND EXECUTION

(a) General

This Contract is a period contract for the supply and delivery of Bitumen Related Products in Gauteng Province for a period of THREE YEARS.

- **The Contract is let on an as-and-when-required basis and will always be subject to the availability of sufficient funds by the Employer.**
- **The Contract is not based on estimated quantities as it is a period contract for work as- and-when required. The Contract requires Tenders to be submitted on the basis of different Schedules of Prices and Rates. These rates and prices shall be applicable irrespective of the actual quantities ordered.**
- **“As and when required” contracts will cease to exist after the contract period lapsed or if the contract value has been depleted. The Employer has the right to determine the method in which the contract will cease to exist.**
- The Bill of Quantities is divided in 2 Bills.
- The Employer reserves the right to award anyone or more of these Bills to a specific contractor. The contractor will not be entitled to any additional remuneration other than the specific rates should any of the regions or subsections not be awarded to him.
- **The contractor shall be liable for all claims that result during the execution of his work on site. (See clause 17.1 of the General Conditions of Contract – 2010)**

(b) Site location

The general locality of the site is the provincial regions in Gauteng Province as indicated in Site Plan.

C4.4 MANAGEMENT OF THE ENVIRONMENT

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. Where the contractor fails to adhere to requirements, the specifications provide the methodology and cost liability of remedy.

C4.7 SECURITY

The contractor shall be responsible for the security of his personnel and equipment. No claims in this regard will be considered.

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

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

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

C4.9 QUALITY CONTROL

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

C4.10 DISPUTE RESOLUTION

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

C4.11 CLAIMS PROCEDURE

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

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