

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

TENDER NO: PRT/BID19/2011/22

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO
SURFACED STANDARD (19KM) FOR 12 MONTHS**

CONTRACT NUMBER C106/2021

APPOINTMENT OF CONSTRUCTION COMPANY FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO
SURFACED STANDARD (38KM)
FOR 12 MONTHS**

CLOSING DATE: 08 December 2021

A CIDB GRADING MINIMUM: 8 CEPE

VOLUME 1

Prepared for:

**FREE STATE DEPARTMENT OF POLICE,
ROADS & TRANSPORT**

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NAME OF BIDDER

BID AMOUNT

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The **GCC 2015** – General Conditions of Contract for Construction Works GCC 2015 2nd edition (see Note 1 below).

Volume 2: The **COLTO** Standard Specifications for Road and Bridge Works 1998, issued by the Committee of Land Transport Officials which the tenderer shall purchase himself / herself (see Note 2 below).

Volume 3: The **SARTSM regulation** for Road Signs and Road Marking Manual.

Volume 4: The **Project Document**, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see Note 3 below).

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

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

Notes to Tenderer:

Note 1: General Conditions of Contract for Construction Works GCC 2015 2nd Edition is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

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

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

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

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

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

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

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

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79
TO SURFACED STANDARD (0.00 KM TO 19.00 KM)**

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FOREWORD

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

THE TENDER consists of two parts, namely:

- **T1 : Tendering Procedures** Volume 1
- to be complied with by every Tenderer submitting a tender offer,
- and
- **T2 : Documents to be returned by the Tenderer** Volume 1
- including the returnable schedules and forms to be completed by each Tenderer, some of which will eventually be incorporated into the contract between the successful Tenderer and the Employer.

THE CONTRACT consists of four parts, namely:

- **C1 : Agreements and Contract Data** Volume 1
- **C2 : Pricing Data** Volume 1
-
- **C3 : Scope of Work** Volume 1
(Specifications and Project Specifications)
- and
- **C4 : Site Information**..... Volume 1

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79
TO SURFACED STANDARD (19.00 KM)**

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T1 : TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 The Department of Police, Roads and Transport, Free State Provincial Government, invites tenders for **“THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19.00 KM)”**

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of 8CE PE or higher.

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

T1.1.4 Preferences

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

A minimum of 30% of the Contract Value **MUST** be sub-contracted to **local Contractors**.

Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Department of Police, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2010*. The 90/10 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the *Preferential Procurement Regulations, 2017*.

T1.1.5 Tender Documents

- The tender documents will be given to the respective contractors on the day of tender briefing

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

Mr TJ MOSIANEDI

Tel no. 051 409 8687

Fax no. 051 409 8683

E-mail : tholangm@icloud.com

T1.1.6 Compulsory Briefing Session with representatives of the Employer will take place at:

Date: 1 December 2021

Time: 13H00

Venue: On site

T1.1.7 The closing time, date and venue for receipt of tenders will be 11h00 on 8 December 2021 at the Ground Floor, Perm Building, 45 Charlotte Maxeke street, Bloemfontein, 9300
NO LATE TENDERS WILL BE ACCEPTED.

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

T1.2 STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

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

Wording

F.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

- F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing date and time

- F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.

This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). **No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

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

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until seven days before the tender closing date stated in the Tender Data.

If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers whose Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- d) **Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.**

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

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

F.3.11.2 Scoring financial offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A \text{ where :}$$

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

Where :

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

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

F.3.15 Prepare contract documents

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the Employer and the successful Tenderer, and
- the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

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

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contract

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

T1.3.1 GENERAL

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

F1. GENERAL

F.1.2 Tender documents

The tender documents issued by the Employer comprise of:

a) VOLUME 1: PROJECT DOCUMENT

This volume is the Project Document for the identified contract number C27/2019 and contains the following sections:

THE TENDER

PART T1 : TENDERING PROCEDURES

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

PART T2 : RETURNABLE DOCUMENTS

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

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

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

PART C2 : PRICING DATA

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

PART C3 : SCOPE OF WORK

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

PART C4 : SITE INFORMATION

c) VOLUME 2 : BOOK OF DRAWINGS

There is no Volume 2 - Book of Drawings for **C26/2019**.

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

- d) **VOLUME 3** : The GCC 2015 – General Conditions of Contract for Construction Works GCC 2015 2nd edition, is obtainable from SAICE, Private Bag X200, Halfway House, 1685.
- e) **VOLUME 4** : *The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998*, issued by the Committee of Land Transport Officials.
- f) *The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2014 (Government Gazette No 25207 of 18 July 2003, Notice No R1010)*. This document is obtainable separately, and Tenderers shall obtain their own copies.
- g) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprises and labour.
 - (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004, and amendments
 - (ii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
 - (iii) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

The Project Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.
 - (iv) Asphalt Academy May 2009 publication "TG2 Second Edition, Technical guideline: Bitumen Stabilised Materials".

F.1.4 Communication and Employer's Agent

The Employer's Agent is : Mr TJ Mosianedi

Address : Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no : 051 409 8687
Fax no : 051 409 8683
e-mail : tholangm@icloud.com

The Engineer per GCC 2015 TJ Mosianedi

Address : Medfontein Building, 153 St. Andrews' street, Bloemfontein, 9300
Tel no : 051 409 8595
Fax no : 086 7599 435
e-mail : tholangm@icloud.com

F2.1 Eligibility

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

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

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **9CE** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above
- c) Tenderers need to ensure that they are registered in the grading in which they tender if their tender price differs from the grading as specified

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

- a) every member of the joint venture is registered with the CIDB ;
- b) the lead partner has a contractor grading designation in the **9CE** class of construction work ; or
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **9CE** class of construction work.

F2.7 Site visit and clarification meeting

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

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

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

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

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

F2.12. Alternative tender offers

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

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

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

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

F2.13 Submitting a tender offer

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

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

The Head
Department of Police, Roads and Transport
P O Box 690
Room 226
Medfontein Building
St Andrew Street
BLOEMFONTEIN
9300

Location of tender box : Perm Building, 45 Charlotte Maxeke, Bloemfontein, 9300

Identification details : Contract no: C106/2021

Description of project : THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (38KM)

F2.15 Closing time

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

F2.16 Tender offer validity

The tender offer validity period is **30 calendar** days from the closing date for submission of tenders.

F2.18 Provide other material

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

F2.23 Certificates

The following certificates need to be included in the Tender :

- a) A valid Tax Clearance Certificate for the Tenderer or for each of the JV partners if tendered in a Joint Venture, issued by the South African Revenue Services;
- b) The Tenderer's CIDB Registration Certificate or the Joint Venture's members' CIDB Registration Certificates with an indication of the senior partner.

F3.4 Opening of tender submissions

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

F3.5 Two-envelope system

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

F3.11 Evaluation of tender offers

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

F3.11.2 Scoring quality

No points will be allocated to scoring of quality.

F3.13 Acceptance of tender offer

F3.13.1 Tender offers will only be accepted if :

- a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer ;
- b) the Tenderer submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services ;
- c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission ;
- d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender ;
- e) the Tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection ;
- f) the Tenderer included with its tender the contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it is registered in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act ;

- g) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- h) the Tenderer has not :
 - i) abused the Employer's Supply Chain Management System ; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect
- i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F3.18 Provide copies of the contract

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

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS

Part T1. Tender Procedures

T1.1	Tender Notice and Invitation to Tender	Page T1.1-4
T1.2	Standard and Special Conditions of Tender	Page T1.2-7
T1.3	Tender Data	Page T1.3-29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT

PR&T (C016/2021)

FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 &
S79 TO SURFACED STANDARD (19KM) FOR 12 MONTHS**

Part T1.1 Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1 Tender Notice and Invitation to Tender



police, roads & transport
Department of
Police, Roads and Transport
FREE STATE PROVINCE

PR&T (C106/2021)

THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM) FOR 12 MONTHS

The Department of Police, Roads and Transport, Free State Provincial Government, invites tenders for “**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM) FOR 12 MONTHS**”.

Requirements:

Sealed Bids must clearly indicate “THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM) FOR 12 MONTHS ”

- Bid Number **PR&T/BID19/2021/22**

- CIDB registration grading certificate for a 8CEPE grading or Higher
- Joint ventures are eligible to submit tenders provided that:
- every member of the joint venture is registered with the CIDB;
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a Grade 8CE PE or higher, class of construction work.
- Original Tax Clearance Certificate (if joint venture, original Tax Clearance Certificates of all partners).
- A bidder must score a minimum of 80 points for functionality in order to be considered for further evaluation and adjudication.
- Proof of ownership or proof of access to key equipment as per the Contract Document.
- Certified Company Registration Certificate (CC/CM) indicating active members and shareholding percentage.
- Documental proof to claim points for functionality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Compulsory Clarification Meeting: On Site

6 December at 10:00

Closing date: **13 December at 11:00**

Tender Box: Entrance Hall, Perm Building,
45 Charlotte Maxeke Street
Bloemfontein.
9300

Supply chain enquiries: (051) 409 8709

Technical enquiries: Mr. TJ Mosianedi

Please note:

1. No bids will be accepted from persons in the service of the State.
2. Bid documents will be obtainable as from during working hours between 08h00 and 16h00 from Monday to Friday with effect from 02 December 2021. The physical address for the collection of tender documents is: Department of Police, Roads & Transport, Room 204, Perm Building, 45 Charlotte Maxeke Street, Bloemfontein
3. A non-refundable tender deposit of R1000.00 (Category F Tender) payable in cash or by bank guarantee cheque made out in favour of the Employer, payable at the ground floor of the Lengau Testing Stations between 09h00 and 12h00 and 12h30 and 14h45, is required on collection of each tender document. Tender Documents will be signed by the Employer at the compulsory clarification meeting and the attendance register will serve as the official list of eligible tenderers.
4. No telegraphic, telefax and late Bids will be accepted.
5. Failure to comply with the abovementioned conditions may invalidate your Bid.
6. The contract will be awarded according to The Preferential Procurement Regulations, 2001, pertaining to the Preferential Procurement Policy Framework Act. No 5 of 2000; Adjudication Criteria 90/10.
7. Should you not receive any correspondence from us within 90 days from the date of closing of tender, regard your bid as unsuccessful; communication will be limited to the successful bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79
TO SURFACED STANDARD (19KM)**

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

CONTENTS

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

C1.1 Form of Offer and Acceptance

OFFER

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

THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM)

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

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

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

.....
Rand (in words);

R
(in figures)

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

For the Bidder

.....
Signature

.....
Name

.....
Capacity

Name and address of organization

.....

Signature and Name of Witness

Signature

.....
Name

Date:

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

.....

.....
Signature and name of witness:

Signature

.....
Name

Date:

Schedule of Deviations

Notes:

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

1. Subject
...

Details
...

2. Subject
...

Details
...

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

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

For the Bidder:

For the Employer:

.....	Signature	
.....	Name	
.....	Capacity	
Name and address of organisation:		Name and address of organisation:
.....		
.....		
.....		
.....	Witness Signature	
.....	Witness Name	
.....	Date	

Confirmation of Receipt

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

the(day)

of(month)

20(year)

at(place)

For the Contractor:

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 CONTRACT DATA

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
C1.2.1	CONDITIONS OF CONTRACT	C1-8
C1.2.2	CONTRACT SPECIFIC DATA	C1-10
C1.2.3	DATA PROVIDED BY THE TENDERER	C1-16

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 2ND Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

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

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

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

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.3 Specific Approval of the Employer required

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

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

3.1 Add the following

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 Health and safety

Add the following :

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

CSC

CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

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

Definition of "L" :

Insert "(Consumer Price Index)" after "P0141.1" in the third line.

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

Definition of "P" :

Insert "(Production Price Index)" after "P0142.1" in the second line.

Insert "(Production Price Index for Selected Materials, item 'Civil Engineering Plant')" after "Table 16" in the second line.

Definition of "M" :

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Materials used in Certain Industries, item 'Civil Engineering Plant')" after "Table 15" in the second line

Definition of "F" :

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)" after "Table 16" in the second line

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

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

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

SCC 55.1 Termination by employer

Add the following clause:

CSC55.1.10 If the contractor is found guilty of contravening the EPWP Code of Good conduct or the EPWP Disciplinary Code.

C1.2.2 CONTRACT SPECIFIC DATA

REFERENCE TO:	CLAUSE	INFORMATION
Contractor	1.1.1.9	
Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion per section of road completed. Meaning 24 months from the issue of the Certificate of Completion having been issued for different parts of the Works, during which the Contractor has both the right and obligation make good defects in the materials.
Latent Defects Liability Period	5.16.3	Should there be any defects within Fifteen (15) years after final completion, the Contractor will be fully liable for latent defects
Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date, excluding year end breaks.
Employer	1.1.1.15	Department of Police, Roads and Transport
Engineer	1.1.1.16	Department of Police, Roads and Transport
Address of the Employer	1.2.1.2	Perm Building, 45 Charlotte Maxeke Street, Bloemfontein
Address of the Contractor	1.2.1.2	Physical Address: Postal Address: Telephone Number (Office): Facsimile Number (Office): E-mail Address (Office):

Commencement of Work	5.2	Within 14 days after issuing of the appointment letter
Documentation required before commencement	5.3.1	Health & Safety Plan (Refer to Clause 4.3) Revised Programme & Cash flow Projection (Refer to Clause

of the Works		5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to submit the documentation required before commencement of the Works	5.3.2	14 Days
Special non-working days		Sundays and all public holidays as well as year-end breaks.
Programme of Works	5.6.1	Within 14 days of Commencement Date
Non-working days	5.8.1	Sundays and all public holidays as well as year-end breaks.
Penalty for failing to complete the Works on time	5.13.1	R10,000 per calendar day
Security	6.2.1	Performance Guarantee of 10% of the value of the Works which will be handed back after practical completion.
Day work percentages	6.5.1.2.3	Refer to section 1800 of the Specification
Contract Price Adjustment	6.8.2	The following values for the different factors are to be used: X = 0.10 a = 0.10 - Labour b = 0.55 - Equipment c = 0.15 - Material d = 0.20 - Fuel The different values for the calculation of the price adjustment factor shall be for the area of Free State: Other urban areas. The Diesel index shall be for the Witwatersrand Area. The Base month is one month prior to submission of quotations. Only applicable for contract duration of more 12 months of commencement date.

Special Materials	6.8.3	Special materials shall be limited to bitumen and bituminous products.
Materials on Site	6.10.1.5	80% payment for materials on site
Retention Money	6.10.3	10% of contract amount
Retention Money	6.10.3	Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of site establishment obligations; one will be handed back after practical completion and the other 24 months after practical completion. There will be no retention monies deducted on interim certificates.
Contract Guarantee		Must be submitted within 14 days of Commencement Date
Guarantee Sum		10% of Contract Value
Insurances	8.6	R0-00
		R0-00
Limited of indemnity	8.6.1.3	R5,000,000-00 per claim, number of claims unlimited
Other Insurances	8.6.1.5	R0-00
Dispute Resolution	10.5.1	Adjudication
Adjudication Board Members	10.5.3	Only Three members required
Dispute Resolution	10.7.1	Adjudication If there are no agreements, then court proceeding will be preferred.

Targeted Subcontractors (ABE's)	Part C3: Scope of Works: C3.7.1.2 (3.1) - 30% of Contract Value (Excl Contingencies) must be subcontracted to Local & CDP Contractors approved / appointed by the Department and the Works should only be executed by Subcontractors and should be paid within 30 days as per Section B of BOQ. CPA will only be applicable for contracts longer than 12 months.
Targeted Local labour	1. Minimum Labour Employment per R 1 Million - 4 for Conventional & 12 for EPWP of Contract Value (Excl. VAT, Contingencies and CPA) should be appointed with a minimum of six months at a payment rate of R166/day. 2. 25% of labour must be retained for the entire duration of the contract. 3. Recruitment of annual labour target shall be as follows: • 30% - at the beginning of the financial year • 30% - three months after the initial appointment • 40% - at midway into the financial year 4. The employment demographics are as follows: • Youth – 55% • Female – 60% • Disabled – 2% 5. Wherever feasible labour will be deployed to Local Municipalities for service delivery at the cost of the Contractor.
Temporary Suspension of Works	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed stop the Works and or claim interest on the unpaid Works. No claim shall be submitted to the Department once the budget is depleted.
Works Schedule	Activities specified on the Bill of Quantities under Section A should include all work items and provisional sums and should be priced by the tenderer evenly. Tender amount should be calculated according Section A of the Bill of Quantities. Items listed under section B of the Bill of Quantities are subcontractor related items and should amount to 30% of the contract amount (excl Contingencies). Sections B will be left blank during tender stage.
Socio – Economic of Community	1% of Contract Value shall be invested into local Community.

Skills Development	1. Two (2) Civil Engineering Students shall be appointed for experiential Training with stipend of R10000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers. - Members of Community must also be trained in Labour Intensive Works

.....
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC:

Special materials	Unit on which variation will be determined *	Rate or price for the base Month (excluding VAT) **

Notes:

- * Indicate whether the material will be delivered in bulk or in containers.
- ** The price for special materials is only the price for the material and does not include the cost of transport, labour or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

.....
SIGNATURE

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79
TO SURFACED STANDARD (19.00 KM)**

PART C2 : PRICING DATA

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
C2.1	PRICING INSTRUCTIONS	C2-2
C2.2	BILL OF QUANTITIES	C2-5

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

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

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

Unit	:	The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
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 are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders (refer

to www.stanza.org.za or www.iso.org for information on standards).

6. The prices and rates in the 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 Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
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 amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the 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.
11. 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) and additional Project Specifications as per the Scope of Work.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.2 BILL OF QUANTITIES

CONTENTS

PART	HEADING	PAGE NO.
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSES, OFFICES AND LABORATORY	
1500	ACCOMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING	
2400	ASPHALT AND CONCRETE BERMS	
3100	BORROW MATERIAL	
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3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
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5500	FENCING	
5600	ROAD SIGNS	
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5800	LANSCAPING AND PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
6000	STRUCTURES	
6400	CONCRETE FOR STRUCTURES	
7300	CONCRETE BLOCK PAVING FOR ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT	
SUMMARY OF SECTIONS		
CALCULATION OF TENDER SUM		

C2.2 BILL OF QUANTITIES

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19.00 KM)

Part T2. Returnable Schedules

T2.1	List of Returnable Documents	Page T2.1-41
T2.2	Returnable Schedules	Page T2.2-43

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)

FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 &
S79 TO SURFACED STANDARD (19.00 KM)**

Part T2.1 List of Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 List of Returnable Documents

The tenderer shall complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A-E)
 - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
- 2 Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
- 3 Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
- 4 Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
- 5 Should a tenderer wish to offer a different period of completion than that required by the Employer, it shall be submitted as an alternative tender.
- 6 If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced Pricing Schedule and supporting documents.
- 7 A retention money guarantee will be considered for acceptance in lieu of cash deductions provided that the tenderer submits his proposal as an alternative tender indicating the discount he proposes to give.
- 8 These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorised signatory.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



police, roads & transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

TENDER NO: PRT/BID/19/2021/22

CONTRACT NUMBER C106/2019

APPOINTMENT OF CONSTRUCTION COMPANY FOR:

**"THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO
SURFACED STANDARD (38KM)" IN THE NGWATHE DISTRICT MUNICIPALITY.**

CLOSING DATE: 08 DECEMBER 2021 AT 11H00

A CIDB GRADING MINIMUM: 8CE PE OR 9 CE

VOLUME 1

Prepared for:

**FREE STATE DEPARTMENT OF POLICE,
ROADS & TRANSPORT**

P.O. BOX 690
BLOEMFONTEIN
9301

TEL: (051) 409 8575

Prepared by:

**FREE STATE DEPARTMENT OF POLICE,
ROADS & TRANSPORT**

P.O. BOX 690
BLOEMFONTEIN
9301

TEL: (051) 409 8575

NAME OF TENDERER:

TOTAL AMOUNT: R(incl. VAT)

LIST OF CONTRACT DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The following documents form part of this contract:

- Volume 1: The **GCC 2015** – General Conditions of Contract for Construction Works GCC 2015 2nd edition Tel 011 803 3008, Fax 011 803 3009 the South African Institution of Civil Engineering.
- Volume 2: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), issued by the Committee of Land Transport Officials which the tenderer shall purchase himself. (See Note 1 below).
- Volume 3: The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

Volume 4: Materials investigation. (Only to be distributed to the successful tenderer)

Notes to tenderer:

- a) **Volume 1 is obtainable Engineering Contract Strategies**
- b) **Volume 2 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za**
- c) **Volume 3 is issued at tender stage in paper copy, only BoQ is issued and on electronic copy.**
- d) **SUBMISSION OF TENDER – the following needs to be submitted:**
- **The issued paper copy tender document, filled in, complete**
 - **Completed pricing schedule**

Information provided by a tenderer over and above the above elements of volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

- e) **For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:**

1.1. Form of Offer (paper copy) and state “Alternative Form of Offer”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.2. All returnable schedules (paper copies) applicable to alternative offer, as is appropriate
- 1.3. Alternative Pricing Schedule
- 1.4. Other relevant information.

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**“THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED
STANDARD (38KM)” IN THE NGWATHE DISTRICT MUNICIPALITY**

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THE CONTRACT

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Part C4: Site information

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C4 Site InformationC4.1

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- C5.1 Locality plan
- C5.2 Traffic information
- C5.3 Geotechnical data
- C5.4 Tender Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1 TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1 TENDER NOTICE AND AN INVITATION TO TENDER

The Free State Department of Police, Roads and Transport hereby invite Tenderers for request for the appointment of a main contractor for **“THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM)” IN THE NGWATHE DISTRICT MUNICIPALITY** for the Department of Police, Roads and Transport.

Compulsory Briefing Sessions

Date : 01 DECEMBER 2021

Time : 13:00

Venue : On site

Bidders are required to submit and complete the following compulsory documentation

and failure to comply with the below mentioned conditions will lead the bidder to be disqualified:

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a minimum **Grade 8CEPE** Civil Engineering works class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **Grade 8CE PE**, or higher, class of construction work.

Preferences are offered to tenderers for:

- **Preferences(B-BBEE): 10 Points**
- **Functionality: 90 Points**

1. Active CIDB registration on Level 9CE or Higher.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

2. A certified copy of the company's insurance must be attached.
3. Original valid Tax Clearance Certificate must be attached.
4. A Certified copy of the B-BBEE Certificate issued by a SANAS accredited B-BBEE verification Company/Agency.
5. Water and Electricity account of the company's core premises as proof of payment and Free State based.
6. Completed and signed bid document
7. Certified copy of partnership agreement (if a tenderer is a partnership)
8. Certified copy of identity document (if a tenderer is a one man concern)
9. Joint venture agreement if applicable (if a tenderer is a joint venture)
10. Contractor's company registration certificate
11. Compliance by supervisory staff with the guidelines for the implementation of Labour Intensive Construction (LIC) infrastructure project under the EPWP (NQF Level 5)
12. Compliance with occupational health and safety act, 1993 and construction regulation, 2014
13. Original bank rating certificate

Tenders may only be submitted on the tender documentation that is issued the **"THE UPGRADE OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (38KM)" IN THE NGWATHE DISTRICT MUNICIPALITY** must be clearly written or typed on the envelope.

CLOSING DATE: 08 DECEMBER 2021 AT 11:00AM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Documents are available from:	Documents must be deposited in the Tender Box:	Enquiries
2nd Floor Perm Building, 45 Charlotte Maxeke, Bloemfontein, Office No 219, between 07:30 and 16:00 from TBC (Proof of payment will be required)	Ground Floor Perm Building: Free State Department of Police, Roads and Transport Perm Building, 45 (Maitland Street) Charlotte Maxeke Bloemfontein, 9300	Enquiries regarding terms of reference must be submitted in writing to : tholangm@icloud.com Contact No.: (051) 409 8575 Supply Chain Office: bofeloJ@freetrans.gov.za Contact No.: (051) 409 8900

A non-refundable payment of **R500.00** (cash or bank guaranteed cheque in favour of the Free State Provincial Government) will be payable from cashiers point, at Lengau Testing Station, Ground Floor Church Street, Bloemfontein.

The Department reserves the right not to accept any particular proposal, and annul the selection process at any time prior to contract award without incurring any liability to the bidders.

Sealed Bids should clearly indicate –

THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM) for the Free State Department of Police, Roads and Transport. Bidders must comply with the following minimum requirements. Additional requirements will be stipulated in the bid document.

1. All Prices quoted must be VAT inclusive, except in the case of non-VAT vendors.
2. No tender document will be accepted if not properly sealed and marked,
3. Certified copy of letter of good standing in respect of Workman's compensation (COIDA) must be submitted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Tenderer is requested that a minimum of 30% of the Contract Value be allocated to all the prescribed SMME contractors (as shown on Schedule F) as part of the project. **Failure to reach this target will disqualify the tender proposal.**

Evaluation and adjudication of bid: bids will be evaluated and adjudicated in terms of the Free State Department of Police, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Policy framework act no 5 of 2000. The 90/10 in preferential procurement points system as outlined in the bid document will apply. Preference points will be given in terms of the Preferential Procurement Regulations, 2017*

Please note:

- I. Bids shall remain valid for a period of 90 (ninety calendar days) after the closing date.
- II. Bids shall only be submitted on the original bid documentation that is issued by the Free State Department of Police, Roads and Transport.
- III. No telegraphic, telefax and late bids will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 STANDARD CONDITIONS OF TENDER

F.1 General

Note: Attached tender condition and data are drawn up for closed tender processes for the panel of contractors. Prospective bidders will then be invited through supply chain processes. Conditions as indicated below shall be read in conjunction with General Framework Contract as signed by the bidder and Employer.

Non adherence with these tender conditions may results in termination of the Framework Contract.

F.1.1 Actions

The Employer and each tenderer submitting a tender shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are part of these conditions of tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.3.2 The conditions of tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration,
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and Employer's agent

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


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer, or deemed to be non-responsive.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

A site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state who of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Not applicable.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Not applicable.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.3.9 **Arithmetical errors**

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- 1) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- 2) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- 3) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- 4) Where there is an error in the total of the prices either as a result of other corrections required by this **checking process or in the tenderer's addition of prices, the total of the prices** shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers**F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

and quali ty	4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financia l offer , quali ty and pref eren ces	1) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

N_{FO} = $W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No insurance is provided by the employer.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3 TENDER DATA

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender.

T1.3.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. 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.

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Standard conditions of Tender

T1.3 Tender Data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Adjudicator's appointment (Proforma)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Bills of Quantities

Part C3: Scope of work

C3.1 Scope of work

Part C4: Site information

C4.1 Site information

Part C5: Annexures

F.1.4 Communication with Employer

The Employer:	Free State Department of Police, Roads and Transport	
Technical: Ro	ads, Construction	
Name:	Mr. TJ Mosianedi	
Address:	153 St Andrews St, Medfontein Building, Bloemfontein.	
Tel No:	051 409 8595	
Fax No:	086 7599 451	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.1 Eligibility.

F2.1.1 Only those tenderers who have in their management and supervisory staff satisfying the requirements of the Scope of Work are eligible to submit tenders. NQF Level 5 will be recommended and give advantage to the contractor.

F2.1.2 The following tenderers who are registered with the CIDB are eligible to submit tenders:

- a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for minimum 8CE PE class of construction work.

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

- a) every member of the joint venture is registered with the CIDB;
- b) the lead partner has a contractor grading designation in the 8CEPE class of construction work; or
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the 9CE class of construction work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.7 Clarification Meeting:

Date: 01 DECEMBER 2021

Venue: Medfontein Building, St Andrew's Street, Bloemfontein, 9300

Time: 10H00

F2.12.2 Alternative Offer.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F2.13.1 Tender for parts of contract.

Not Applicable

F2.13.3 Submit an original tender with no copies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.13.5 The Employer's Address:

Free State Department of Police, Roads and Transport
P.O. Box 690
Bloemfontein, 9301

Location of Tender Box:

**Free State Department of Police, Roads and Transport
45 Perm Building, Charlotte Maxeke (Old Maitland) Street, Bloemfontein**

Identification Details:

Tender No: PRT/19/TBC/2021/22

Description of Project:

**"THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO
SURFACED STANDARD (19KM)" IN THE NGWATHE DISTRICT MUNICIPALITY F2.15.1**

Closing Date & Time

Closing Date: 08 DECEMBER 2021 at the Tender box, Department of Police. Roads
and Transport, 45 Perm Building, Charlotte Maxeke (Old Maitland), Bloemfontein.

Closing Time: 11:00

F2.16 Tender Offer Validity:

30 Calendar Days from Closing Date.

F2.23 Certificates

F3.4.1 Opening of Tender Submissions

Directly after closing of tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.11.1 Evaluation of tender Offers.

Tender offers will be evaluated on Method 2: Financial offer and preferences

Amend method 2 to read as follows:

- a) Score quality (functionality); rejecting all tender offers that fail to score the minimum number of points for functionality stated in F3.11.3.
- b) Score tender evaluation points for financial offer.
- c) Score tender preference points in terms of the attached valid B-BBEE certificate.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F3.11.2 Scoring Financial Offers.

$$N_{fo} = W \times A$$

$$\text{Where } W = 90$$

The formula to be used in the scoring of the Financial offer will be Formula 2, Option 1

F3.11.3 Method 2: Financial offer and preference

Method 2 shall apply to this tender. Refer to Tender Data items F3.11.9.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

**“THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO
SURFACED STANDARD (19KM)” IN THE NGWATHE DISTRICT MUNICIPALITY**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE M: PROPOSED WORK PLAN

The Tenderer shall append their proposed work plan to this schedule.

The contractor shall deliver to the engineer as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1 of the GCC 2015 2nd edition, an initial programme for carrying out the Works in order to meet the Due Completion Date. The preliminary programme shall show and, when relevant, describe in statements, the entire scope of the work to be performed including but not limited to:

- a) The commencement date, commencement of the works, due completion date, and the planned completion date,
- b) The sequence, timing and resources for carrying out the works,
- c) A detailed cash flow forecast,
- d) Dates for site accesses and possessions,
- e) The events influencing the execution of the works.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE N: CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST

YES

1. OHS Policy and Management

1.1 Is there a written company health and safety policy?

☐ ☐

1.2 Does the company have an OHS Management System?

☐ ☐

1.3 Is there a company OHS Management System manual or plan?

☐ ☐

1.4 Are health and safety responsibilities clearly identified for all levels of staff?

☐ ☐

2. Safe Work Practices and Procedures

YES

2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?

☐ ☐
☐ ☐

2.2 Does the company have any permit to work systems?

2.3 Is there a documented incident investigation procedure?

☐ ☐

2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?

☐ ☐

2.5 Are there procedures for storing and handling hazardous substances?

☐ ☐

2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling?

☐ ☐

3. OHS Training

YES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1 Is health and safety training conducted in the company?

☐

☐

☐

3.2 Is a record maintained of all training and induction programs undertaken for employees in the company?

☐

4. Health and Safety Workplace Inspection

YES

4.1 Are regular health and safety inspections at worksites undertaken?

☐

☐

4.2 Are standard workplace inspection checklists used to conduct health and safety inspections?

☐

☐

4.3 Is there a procedure by which employees can report hazards at workplaces?

☐

☐

5. Health and Safety Consultation

YES

5.1 Is there a workplace health and safety committee?

☐

☐

☐

5.2 Are employees involved in decision making over OHS matters?

☐

☐

5.3 Are there employee elected health and safety representatives?

☐

☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. OHS Performance Monitoring

YES

6.1 Is there a system for recording and analysing health and safety performance statistics?

☐ ☐

6.2 Are employees regularly provided with information on company health and safety performance?

☐ ☐

6.3 Has the company ever been convicted of an occupational health and safety offence?

☐ ☐
3. Health and Safety Plan for this specific contract
☐ ☐

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

- Description of contract ☐ ☐
- OHS structure for work undertaken under this contract ☐ ☐
- Induction and safety training ☐ ☐
- Safe work practices and procedures for specific work undertaken ☐ ☐
- Risk assessment for specific work undertaken ☐ ☐
- Workplace inspection schedule for duration of contract ☐ ☐
- OHS consultative processes to be followed ☐ ☐
- Emergency procedures for specific contract ☐ ☐
- Incident recording and investigation procedures ☐ ☐
- Health and safety performance monitoring arrangements to be implemented during contract ☐ ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed:

Name:

Position:

SCHEDULE O: QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control		E	
Testing Laboratory			
Additional quality systems			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 SITE INSPECTION ATTENDANCE CERTIFICATE

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

TENDER NO.: PRT/BID/19/2021/22

“THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (38KM)” IN THE NGWATHE DISTRICT MUNICIPALITY

SITE INSPECTION ATTENDANCE CERTIFICATE

This serves to certify that (Name of person representing the tenderer)

Representing (Name of Company):

has today, 01 DECEMBER 2021 at 10H00 attended the briefing meeting for prospective tenderers for the above contract.

Signed on behalf of Employer: _____

NB: A compulsory briefing shall take place on 01 DECEMBER 2021 at 10H00.

All interested contractors will meet at:

Medfontein Building, 153 St Andrews Street, Bloemfonten, 9300

No Tender will be accepted if the contractor/supplier didn't attend the compulsory briefing meeting and this document is not signed in the site briefing.

STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note: This form is to be attached to the tender and submitted with it, failing which the tender will be disqualified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be priced separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.

Risk Category	Details of risk	% Probability	Mitigation Plan

Signed.....Date.....

NamePosition.....

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Please describe the management arrangements for the *works*.

Note: Management personnel proposed in organisation chart submitted with the tender shall be a true reflection of the personnel who will be mobilised on this project. No deviations shall occur without formal application and approval. Tenderers to submit qualifications with CV's and all qualifications must be certified by a Commissioner of Oaths.

Submit the following documents as a minimum with your tender document:

An organisation chart showing **fully functional project team for on-site and off-site management** (including the key people you have identified in the Contract Data Part two and CV's of no more than two (2) pages each for people proposed. The Roles and Responsibilities of each key staff member / expert should be set out as a job description.) In addition to the key persons identified and supporting staff please ensure that inter alia the on-site personnel are indicated on the organisational chart:

GCC Project Manager
 Construction Manager
 Construction Supervisor : Bridges
 Construction Supervisor : Earthworks
 Construction Supervisor : Roadworks

Please note: Tenderers to utilise the same descriptions on the organisation chart as indicated above i.e. GCC 2015 2ND Project Manager, Construction Manager, etc.

The roles and responsibilities of the organizational structure and that of the JV must be defined upfront.

Position	Name
Project Manager	
Construction Manager	
Construction Supervisor: Bridges	
Construction Supervisor: Earthworks	
Construction Supervisor: Roadworks	
Construction Supervisor: Safety	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-9: Insurance provided by the Contractor

Clause 8.6 in The General Conditions of Contract for Construction Works GCC 2015 2nd requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 8.6 of the GCC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the works, Plant and Materials.			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed: Date:

Name: Position:

Tenderer:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-18: Form of Intent to Provide a Performance Bond

GCC 2015 allows for provision of a performance guarantee from an approved financial institution which the *Employer* has accepted.

For this contract only performance guarantees provided by a financial institution registered in South Africa will be accepted.

It is hereby agreed that a Performance Bond drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor
(Bank/insurer)

Address
.....
.....

The Performance Bond shall be provided within 4 (four) weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

CONFIRMED BY Guarantor's Authorised Representative

Signature(s).....

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Date

Annexure B: Supplier Development Plan

Tenderers must complete this Annexure B which summarises your Supplier Development (SD) obligations and your related commitments.

For the purposes of completing the SD Value Indicators, where applicable Tenderers must calculate their SD commitments as a percentage (%) of their estimated total value of the contract over the Contract

Period₁

Please include a SD plan narrative elaborating on the contents of the below completed Templates.

Annexure B - Supplier Development Commitment & Plan

Description	Supplier Development Category 1: Job Creation							
The potential for Job Creation directly due to the award of this business, allows for assessment of your Company's intentions in terms of the Governments objective to increase labour absorption, focusing on unskilled, semiskilled and local labour	Occupational Level (i.e. Senior Management, Professionally Qualified, Skilled, Unskilled)	Job Title	R a c e	Gender	Target Number	Youth (Yes/No)	Disabled (Yes/No)	Target S p e n d

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Schedule of Deviations

Notes:

The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

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

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

Any change or addition to the tender documents arising from the above documents and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject

Details

.....

.....

.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

2 Subject

Details

.....

.....

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the Tenderer**For the Employer**

Signature

Signature

Name.....

Name

Capacity.....

Capacity

Name and address of organization

Name and address of organization

.....

.....

.....

.....

.....

.....

..... Witness Signature

.....

..... Witness Name

.....

..... Date

.....

CONFIRMATION OF RECEIPT

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

the.....(day)

of.....(month)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

20.....(year)

at.....(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19.00 KM)

Part T2.2 Returnable Schedules

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 Returnable Schedules

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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**FORM A1: CERTIFICATE OF ATTENDANCE AT SITE VISIT AND
CLARIFICATION MEETING**

Notes to Tenderer:

Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I
representative of (tenderer).....
of (address).....
telephone number.....
fax number.....
e-mail.....
attended the clarification meeting on (date).....
and visited the site (if applicable) on (date).....
conducted by.....
in the presence of (Employer's representative).....

TENDERER'S REPRESENTATIVE (Signature)

Date:.....

EMPLOYER'S REPRESENTATIVE (Signature)

Date:.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

- 1 The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
- 2 In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4
 -
- 3 The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

Mr/Ms
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contracts:

NRA X.002-010-2008/9 and NRA X.002-010-2008/1

and any contract which may arise therefrom on behalf of (block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:.....

SIGNATURE OF SIGNATORY:

WITNESS: SIGNATURE SIGNATURE

WITNESS: NAME (PRINT) NAME (PRINT)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A3: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships Name* Identity number*
Personal income tax number*

Name*	Identity Number*	Personal Income Tax Number*

*Complete only if sole proprietor of 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:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

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

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 the 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

may exercise, control over the enterprise, 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:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM A4: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

Notes to tenderer:

- 1 The postulated tender **MUST** be priced
- 2 When submitting an alternative tender (including an alternative contract period), the contents of notes 5 and 6 under “Notes to tenderer” under Part T2: Returnable Schedules, shall be followed.
- 3 In addition, condition F.2.12 of part T1.3: Tender Data shall be followed when submitting an alternative/qualifying tender.

Page	Description

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A5: SCHEDULE 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.		
10.		
11.		
12.		
13.		
14.		
15.		

SIGNED ON BEHALF OF THE TENDERER:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM A6: CERTIFICATE OF TAX CLEARANCE

The tenderer shall attach to this page an original Tax Clearance and VAT Registration certificate which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

Attach Tax Clearance

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A7: 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 ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A8: TENDERER'S BANK DETAILS

Note to tenderer:

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

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details:
.....
.....
.....
.....
- vi) Capital (excluding surety) available for undertaking the Works (working capital) R....., proof to be attached, such as confirmation from Bank on official on abovementioned letter, or company bank statements showing working capital continuously available for at least 4 months prior to tender closing).

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A9: CERTIFICATE 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.

Client	Other litigating party	Dispute	Award value	Date resolved

SIGNED ON BEHALF OF THE TENDERER:

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- 1 The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- 2 In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- 3 The lists must be restricted to not more than 20 contracts and 20 tenders if a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1 Contracts awarded				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED				
Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM A11: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION
REGULATIONS, 2014**

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in The Department of Police Roads and Transport terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB

Note to tenderer:

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

1. Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

2. Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

3. Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

4. Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

5. Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A13: CERTIFICATE OF TENDER COMPLIANCE

Note to tenderer:

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules.

FORM NO	FORM DESCRIPTION	TICK IF COMPLETED
A1	CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING	
A2	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A3	COMPULSORY ENTERPRISE QUESTIONNAIRE	
A4	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER	
A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
A6	CERTIFICATE OF TAX CLEARANCE	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S BANK DETAILS	
A9	CERTIFICATE OF TENDER'S LITIGATION HISTORY	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014	
A12	CERTIFICATE OF REGISTRATION WITH CIDB	
A13	CERTIFICATE OF TENDER COMPLIANCE	
B1	CONTRACTORS ESTABLISHMENT ON SITE	
C1	PREFERENCING SCHEDULE: TENDERER'S BEE VERIFICATION CERTIFICATE	
C2	PREFERENCING SCHEDULE: TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR	
C3	CONTRACT PARTICIPATION GOALS FOR TENDERER'S DIRECT PARTICIPATION OF TARGETED ENTERPRISES	
C4	JOINT VENTURE COMMITMENT	
D1	SCHEDULE OF WORK EXPERIENCE	
D2	SCHEDULE OF CONTRACTORS EQUIPMENT	
D3	SCHEDULE OF DESIGNATED CDP & LOCAL SUBCONTRACTORS	
D4	INDICATIVE CONSTRUCTION PROGRAMME	
D5	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
E1	QUALITY CONTROL PLAN	
E2	GENERAL COMPANY INFORMATION	
E3	SITE SUPERVISORY STAFF (SPECIFIC)	

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B1: CONTRACTOR'S ESTABLISHMENT ON SITE

Note to Tenderer:

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

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

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

exceed a maximum of 15% of the tender sum, the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The relevant regional project engineer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Conditions of Tender F.3.9 contained in this volume.

Total tendered for Item B13.01 expressed as a % of the tender sum (excluding VAT)%

SIGNED ON BEHALF OF THE TENDERER:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM C1: PREFERENCING SCHEDULE: TENDERER'S BEE
VERIFICATION CERTIFICATE**

Notes to tenderer:

- 1 A BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 shall be attached to this page.
- 2 In the event of a Joint Venture (JV), BEE Verification Certificates for all members of the JV shall be attached.
- 3 See www.sanas.co.za/directory/bbee_default.php for details of accredited Verification Agencies.

In the event of a single firm:

$$\text{Scorecard Points} = W_p \times [(B_{os}) + (B_{cs}) + (B_{ees}) + (B_{sds}) + (B_{ps}) + (B_{eds}) + (B_{rs})]/100$$

In the event of a JV:

$$\text{Scorecard Points} = W_p \times \{ [(\%JV_a)(B_{osa}) + (\%JV_b)(B_{osb})] + [(\%JV_a)(B_{csa}) + (\%JV_b)(B_{csb})] + [(\%JV_a)(B_{eesa}) + (\%JV_b)(B_{eesb})] + [(\%JV_a)(B_{sdsa}) + (\%JV_b)(B_{sdsb})] + [(\%JV_a)(B_{psa}) + (\%JV_b)(B_{psb})] + [(\%JV_a)(B_{edsa}) + (\%JV_b)(B_{edsb})] + [(\%JV_a)(B_{rsa}) + (\%JV_b)(B_{rsb})] \} / 100$$

Where:

W_p = Maximum points for preferencing and equals:
7 (or 5) where the financial value inclusive of VAT of all the responsive tenders received have a value in excess of R500 000.00

B_{os} = Score for ownership
 B_{cs} = Score for control
 B_{ees} = Score for employment equity
 B_{sds} = Score for skills development
 B_{ps} = Score for procurement
 B_{eds} = Score for enterprise development
 B_{rs} = Score for residual
 $\%JV$ = Percentage share in joint venture agreement
 $\%JV_a$ = Percentage share of member 'a' in joint venture agreement
 $\%JV_b$ = Percentage share of member 'b' in joint venture agreement

SIGNED ON BEHALF OF THE TENDERER:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM C2: PREFERENCING SCHEDULE: TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR

Notes to tenderer:

1. Definitions

1.1. Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2. Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3. Target Area

For this project, the target area is defined as the Lejweleputswa District Municipality Area in the Free State Province.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914 -4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 4 below should such conditions be breached;
- 3) complete the Tender Preference Claim form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

Calculation of the preference points for the contract participation goal shall be as set out in clause F3.11.4. Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding CPA, Contingencies and VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Sanctions

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

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

Where:

D = tendered Contract Participation Goal percentage

D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract

N_A = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

5. Tender preference claim in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in order to claim a preference.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted and confirms that the tender satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorized to sign on behalf of:

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
Total Tender Sum (excluding VAT) % of Tender Sum			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

7. LOCAL LABOUR

A Minimum of **7 local labourers for conventional** and **12 for EPWP contracts**, assigned by the client, **per R 1 Million** of Contract Value (Excl. VAT, Contingencies and CPA) should be appointed with a minimum of four months. 25% of labour must be retained for the entire duration of the contract. A list of potential local labourers will be supplied to the Contractor by the Client.

The employment demographics are as follows:

- Youth – 55%
- Female – 55%
- Disabled – 2%

Wherever feasible labour will be deployed to Local Municipalities for service delivery at the cost of the Contractor.

Possible, but **not limited** to, Labour intensive works items are indicated in C2.2 Bill of Quantities with an “L” in the Item column. (For example, “L B15.10”). Rates should be adjusted accordingly to accommodate the employment of additional labour.

Indicate the following:

Company Name:

Tendered Amount:
(Excl. VAT, Contingencies and CPA) R.....

Number of Local Labourers to be employed:
(Assigned by the client)

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C3: CONTRACT PARTICIPATION GOALS FOR TENDERER'S DIRECT PARTICIPATION OF TARGETED ENTERPRISES

Notes to tenderer:

1. Definitions

1.1. Targeted Enterprise

The following definitions shall apply to this schedule:

Black Enterprise as defined in D1002 (c), of which at least 90% is to be contributed by companies defined in Part D: D1002 (a) of Section C3: Scope of Work.

1.2. Targeted Partners

No targeted partners have been defined for the contract.

2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- 1) engage one or more targeted enterprise in accordance with the provisions of the SANS 1914-4 as varied in sections 3 hereunder;
- 2) deliver to the employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings;
- 3) deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) accept the sanctions set out in Section 4 below should such conditions be breached;
- 5) complete the Contract Participation Goal commitment form contained in Section 5 below; and
- 6) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Points for maximum and minimum contract participation goals shall be as set out in clause D1003 of the contract document. Calculations of the contract participation goals shall be based as a % of targeted enterprises costs of the Net Amount (N_A) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = 0,50 \times \frac{(D-DO)}{(100)} \times N_A$$

Where:

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

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of%. The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

Name:

Duly authorized to sign on behalf of:

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

6. Supporting contract participation goal calculation:

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
			TOTAL
			Tender Sum(NA)
			% of Tender Sum

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C4: JOINT VENTURE COMMITMENT

Note to tenderer:

- 1 The successful tenderer shall enter into a formal JV agreement, which must be approved by the Department of Police Roads and Transport, with the members listed in the table below
- 2 The members of the JV shall operate a single bank account
- 3 The following must be included in the JV agreement:

In terms of Clause F.3.11.4 large contractors are encouraged to commit to the development of smaller contractors

In this contract a maximum of 2 additional preference points are available to those contractors who commit to entering into such joint venture (JV) contracts. No subcontract agreements shall be considered for these preference points.

In order to claim these additional preference points, the tenderer shall attach to this form a letter of commitment from each of his joint venture partners/companies to enter into a joint venture agreement if this tender is successful. The commitment and type of work to be performed by the joint venture partner(s) shall be entered into the chart below:

JOINT VENTURE COMPANY NAME(S)	VALUE OF WORK TO BE ASSIGNED (R VALUE)	NATURE OF WORK TO BE ASSIGNED	PROPORTION HOLDING IN JV AGREEMENT (%)

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D1: SCHEDULE OF WORK EXPERIENCE

Notes to tenderer:

The tenderer shall enter in the spaces provided below a complete list of the last ten civil-engineering contracts awarded to him.

This information is deemed to be material to the award of the contract.

JOINT VENTURE COMPANY NAME(S)	VALUE OF WORK TO BE ASSIGNED (R VALUE)	NATURE OF WORK TO BE ASSIGNED	PROPORTION HOLDING IN JV AGREEMENT (%)

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D2: SCHEDULE OF CONTRACTOR'S EQUIPMENT

Notes to tenderer:

State with relevant symbol in the availability column

The tenderer shall state below what constructional plant will be immediately available for this contract, what constructional plant will become available by virtue of outstanding orders, and what further constructional plant will be acquired or hired for the work should he be awarded the contract.

The equipment listed may be subject to an audit by the Engineer during the tender evaluation

- a) Constructional Plant Immediately Available (I)
- b) Constructional Plant on Order (O)
(State details of arrangements made, with delivery dates)
- c) Constructional Plant that will be Acquired or Hired (H)
(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER	AVAILABILITY

SIGNED ON BEHALF OF THE TENDERER:

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM D3: SCHEDULE OF DESIGNATED CDP & LOCAL SUBCONTRACTORS

Notes to tenderer:

With regard to sub-clause 44 of the General Conditions of Contract:

- 1 The tenderer indicates in C2.3 Bill of Quantities Schedule B the items of work to be subcontracted on this contract (Alternatives may be mentioned)
- 2 Subcontractors must be approved or appointed by the Department.
- 3 Subcontractors should be paid within 30 days as per BOQ Schedule B.

Payment Certificates of the sub-contractors will be separated from the main Contractor's and will be paid by the Client via a cession payment. CPA will only be applicable for contracts longer than 12 months.

A minimum of 30% of the Contract Value (Excl. VAT, Contingencies and CPA) **must** be subcontracted to designated CDP or approved Local Contractors

The total amount carried forward to FORM D3 as per Schedule B of the Bill of Quantities :

TOTAL AMOUNT:

% SUBCONTRACTED:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D4: INDICATIVE CONSTRUCTION PROGRAMME

Notes to tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed shall be attached to the Pricing Schedule for the alternative proposal.

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract.

The programme shall be in accordance with the information provided in form D2: Schedule of contractor's equipment, form D5: Schedule of estimated monthly expenditure, and with all other aspects of the tender

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D5: SCHEDULE OF ESTIMATE MONTHLY EXPENDITURE

Notes to tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, and shall be attached to the Pricing Schedule for the alternative proposal.

The cash flow tendered must be prepared on the assumption that all retention money shall become due as the construction of the works are completed. The Engineer shall adjust the tendered Cash flow for adjudication purposes to allow for the delayed scheduled payments of retention moneys as required in the Contract.

MONTH	VALUE	MONTH	VALUE
1	R.....	TOTAL b/f	R
2	R.....	19	R.....
3	R.....	20	R.....
4	R.....	21	R.....
5	R.....	22	R.....
6	R.....	23	R.....
7	R.....	24	R.....
8	R.....	25	R.....
9	R.....	26	R.....
10	R.....	27	R.....
11	R.....	28	R.....
12	R.....	29	R.....
13	R.....	30	R.....
14	R.....	31	R.....
15	R.....	32	R.....
16	R.....	33	R.....
17	R.....	34	R.....
18	R.....	35	R.....
TOTAL c/f	R.....	36	R.....
(Total incl. VAT)			
TOTAL:			R.....

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E1: QUALITY CONTROL PLAN

Notes to tenderer:

Provide full details of equipment and processes which shall be employed to ensure that the works are constructed and perform to the specified levels over the performance period.

DESCRIPTION (please attach additional pages / documentation if required)
i) Describe the electro-mechanical control systems that shall be utilised to maintain a constant application rate of Milling products:
ii) Describe management systems and equipment that shall be utilised to monitor, record and report the application rates of Milling materials:
iii) Provide details of equipment and methodology that shall be employed to measure retroreflectivity of applied Millings (process control by Contractor):

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E2: GENERAL COMPANY INFORMATION

Notes to tenderer:

1. Number of years' experience as a Milling contractor / sub-contractor:

.....

2. Total number of staff employed on a permanent basis:

.....

3. Detailed Company Organogram, also indicating teams for this Contract:

.....

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E3: SITE SUPERVISORY STAFF (SPECIFIC)

Notes to tenderer:

1. Site Agent / Contracts Manager

The tenderer must provide a curriculum vitae (CV) of the person he intends to utilise on this project as the site agent or contracts manager.

The CV must include at least the following information: Name, date of birth, identity number, formal qualifications, academic institutions attended, accredited training courses attended, previous general experience, experience relating to road maintenance, experience pertaining to contract management, administration and site supervision.

Name of Site Agent/Contract Manager:

1. Foreman

The tenderer must provide a curriculum vitae (CV) of the person(s) he intends to utilise on this project as foreman.

The CV must include at least the following information: Name, date of birth, identity number, formal qualifications, academic institutions attended, accredited training courses attended, previous general experience, experience relating to Milling, and contract management, administration and site supervision

Name of Foreman:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)

FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19.00 KM)

Part C1. Agreement and Contract Data

THE CONTRACT

C1.1	Form of Offer and Acceptance	Page C1.1-78
C1.2	Contract Data	Page C1.2-84

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19.00 KM)

Part C1.1. Form of Offer and Acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the: **THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19.00 KM)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....Rand (in words);

R (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

for the tenderer

Signature Date

Name

Capacity

(Name and address of organization).....

.....

Name and signature of witness:

ACCEPTANCE

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information

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

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

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

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

For the Employer

Signature: Date:

Name: Capacity:

Name and signature of witness:

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
- Details
2. Subject
- Details

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

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

For the Bidder:

For the Employer:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

..... Signature

..... Name

..... Capacity

Name and address of organisation: Name and address of organisation:

.....

.....

.....

.....Witness Signature

.....Witness Name.....

..... Date

CONFIRMATION OF RECEIPT

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

the(day)

of(month)

20(year)

at(place)

For the Contractor:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79
TO SURFACED STANDARD (19KM)**

PART T2 : RETURNABLE DOCUMENTS

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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T2.2	RETURNABLE SCHEDULES	T2-3
	T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	T2-3
	T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT	T2-25
	T2.2.3 FORMS TO BE SUBMITTED BY SUCCESSFUL TENDERER	T2-36

T2.1 LIST OF RETURNABLE DOCUMENTS

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

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following :

1. All the certificates listed in the Tender Data under F2.23 : Certificates ;
2. All the returnable schedules and forms listed in T2.2.1 : Returnable Schedules Required for Tender Evaluation Purposes ;
3. All the returnable documents listed in T2.2.2 : Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract ;
4. All the agreements and forms listed in T2.2.3: Forms to be completed by the successful Tenderer ;
5. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer ;
6. Pricing Data in C2.2 : Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
SCHEDULE A	CERTIFICATE OF AUTHORITY	T2-5
SCHEDULE B	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T2-8
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SCHEDULE D	TENDERER'S KEY PERSONNEL	T2-17
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**T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT
WILL BE INCORPORATED INTO THE CONTRACT** T2-25

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER T2-36

NOTE : The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

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

SCHEDULE A : CERTIFICATE OF AUTHORITY

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

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

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

Managing Director :

(ii) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms

 acting in the capacity of , to sign all
 documents in
 connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR JOINT VENTURE

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

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

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of sole owner :

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer :

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

SCHEDULE B : ` 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 :

Section 3 : CIDB registration number :

Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

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

Section 5 : Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6 : Record of service of the state

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

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

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

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

Note : Insert separate page if necessary

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

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

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

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

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

--	--	--	--

Note : Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

SCHEDULE C : PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

a) Subcontractors : CIDB grading 5CE to 7CE

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

b) Subcontractors : CIDB grading 1CE to 4CE and unregistered ABE's if available

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

SIGNATURE :

ATTACH PRE-TENDER AGREEMENTS HERE

SCHEDULE D : TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE :

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

SCHEDULE E : PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE :

ATTACH PRELIMINARY PROGRAM HERE

SCHEDULE F : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

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

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

SIGNATURE :

1.

ATTACH ALTERNATIVES HERE

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

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2014 before I will be allowed to proceed with any work under the contract.

SIGNATURE :

CONTRACTOR'S SAFETY PLAN

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

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

1. Safety of subcontractors (Refer Construction Regulations 2014 Clause 5: Principal Contractors and Contractors)
 - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
 - Details of the Construction Supervisor and his appointed assistants (if any);
 - Details of the Construction Safety Officer, full-time or part-time;
 - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
 - Details of a proper risk assessment on which his health and safety plan is based;
 - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
 - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

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

2. Safe Work Practices and Procedures

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

3. OHS Training

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

4. Health and Safety Workplace Inspection.

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

5. Health and Safety Consultation.

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

6. OHS Performance Monitoring.

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

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

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

SCHEDULE H : TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet his requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**I. APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

- Signature of contact person requiring Tax Clearance Certificate:

Telephone number : Code:..... Number:

DATE: 20...../...../.....

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

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

a)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....
.....

8.3 Company registration number:.....
.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SCHEDULE J : DECLARATION OF INTEREST_

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES /**
NO
trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

4 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SCHEDULE K : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3. 1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes s ☐	No ☐
4.4. 1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE L : CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of : _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

INVITATION TO BID

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

BID NUMBER: PRT/BID07/2018/19

CLOSING DATE: 30 April 2019

CLOSING TIME: 11h00

DESCRIPTION: **THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23
& S79 TO SURFACED STANDARD (19KM)**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

.....
TELEPHONE NUMBER : CODE : NUMBER :

CELLPHONE NUMBER.....

FACSIMILE NUMBER : CODE : NUMBER :

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE
CERTIFICATE BEEN SUBMITTED? (SBD 2)
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED? (SBD 6.1)
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA) •

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION
SYSTEM (SANAS); OR.....•

A REGISTERED AUDITOR.....•

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department **Department of Police, Roads and Transport**

Contact Person: Mr V Ntaka

Tel: 051 409 8687

Fax: 051 409 8683

E-mail address: nakav@freetrans.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: **Department of Police, Roads and Transport**

Contact Person: Mr TJ Mosianedi

Tel: 082 0599 738

Fax: 086 7599 435

E-mail address: tholangm@icloud.com

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM)

Part C1.3. Performance Guarantee

A Performance Guarantee

Page C1.3-92

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Performance Guarantee

PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means :

Physical address :

“Employer” means :

“Contractor” means :

“Engineer” means :

“Works” means :

“Site” means :

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed writing between the parties.

“Contract Sum” means : The accepted amount inclusive of tax of R

Amount in words :
.....

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words :
.....

“Expiry Date” means :

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works of the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 and 4.3:
 - 4.1 A copy of the first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at :

Date :

Guarantor's signatory (1)

Capacity :

Guarantor's signatory (2)

Capacity :

Witness signatory (1)

Witness signatory (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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DEPARTMENT OF POLICE, ROADS AND TRANSPORT
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FOR
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GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM)

Part C1.4. Adjudication Board Member Agreement

A Adjudication Board Member Agreement Page C1.4-96

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 Adjudication Board Member Agreement

ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Members:

Name :

Physical address :

Postal address :

E-mail address :

Telephone number :

Contractor:

Name :

Physical address :

Postal address :

E-mail address :

Telephone number :

Employer:

Name :

Physical address :

Postal address :

E-mail address :

Telephone number :

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contractor for **THE UPGRADING OF SCHONKENVILLE TO KOPPIES GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM)** which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to ad-hoc adjudication.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Upon Submission of an invoice for fees and expenses to the parties, the Contractor shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that fees and borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the adjudication Board Member's bank.

Date:

Witness 2

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
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(19KM)

Part C2. Pricing Data

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM)**

Part C2.1. Pricing Instructions

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 Pricing Instructions

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

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

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

Unit:	The unit of measurement for each item of work as defined in the 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 payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

elsewhere, but of which the quantity of work is not measured in units.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).
- C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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(19KM)**

Part C2. Pricing Data

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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(19KM)**

Part C2.1. Pricing Instructions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 Pricing Instructions

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

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
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kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

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

Unit:	The unit of measurement for each item of work as defined in the 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 payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

elsewhere, but of which the quantity of work is not measured in units.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).
- C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	
B1200	GENERAL REQUIREMENTS AND PROVISIONS					
B12.01	Existing Services					
	(a) Relocation, realigning, removing, replacing and protecting of services	Prov Sum	1	100000	100 000,00	
	(b) Contractor's handling costs, profit and all other charges in respects of Subitems B12.03(a)	%	100 000		-	
B12.02	(i) Portion of the works identified to be completed by local Sub-Contractors	Prov Sum	1		4 000 000,00	
B12.04	Investing into local community (1% of the contract value)	Lump Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 1200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	
B1200	GENERAL REQUIREMENTS AND PROVISIONS					
B12.01	Existing Services					
	(a) Relocation, realigning, removing, replacing and protecting of services	Prov Sum	1	100000	100 000,00	
	(b) Contractor's handling costs, profit and all other charges in respects of Subitems B12.03(a)	%	100 000		-	
B12.02		Prov Sum	1		4 000 000,00	
B12.04	Investing into local community (1% of the contract value)	Lump Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 1300

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01	Contractor's general obligations				
	(a) Fixed obligations including full establishment and removal of establishment and all related costs	Lump	Sum		
	(b) Value related obligations	Included			
	(c) Time-related obligations	Months	12		
B13.01	(d) Complying with Health and Safety Obligations	Month	12		
B13.01	(e) Complying with Environmental Management Plan	Month	12		
B13.02	Quality Control by the Engineer				
	(a) Additional Quality Control tests ordered by the	PC Sum		3560000	3 560 000,00
	(b) Contractor's handling cost and profit in respect	%	3 560 000		-
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1400

ITEM	DESCRIPTION	UNIT	QTY	RATE	RATE	AMOUNT
1400	HOUSING OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL					
14,01	Office and laboratory accomodation					
	(a) Offices (interior floor space only)	m ²	44	1 800,00		
	(b) Laboratories (Interior floor space only)	m ²	30	1 800,00		
	(c) Open concrete working floors, 150mm thick	m ²	25	350,00		
	(d) Roof over open concrete working floors	m ²	25	250,00		
	(e) Ablution units	m ²	12	1 200,00		
	(f) Stores	m ²	18	1 200,00		
B14.01	(g) Board room	m ²	24	1 200,00		
14,02	Office and laboratory furniture					
	(a) Chairs	no	30	440,00		
	(c) High chairs for laboratory	no	6	660,00		
	(d) Desks, complete with drawers and locks	no	5	3 500,00		
	(e) Drawing tables	no	1	6 650,00		
	(f) Conference table	no	1	5 000,00		
14,03	Office and laboratory fittings					
	(a) Items measured by number					
	(i) 220/250 volt power points	no	15	320,00		
	(ii) 400/231 volt 3-phase power points	no	2	1 050,00		
	(iii) Double 80watt flourescent light with complete fittings	no	10	180,00		
	(vi) Wash hand basin complete with taps and drains	no	3	1 500,00		
	(vii) Laboratory basins complete with swan-neck taps and drains	no	2	4 500,00		
	(viii) Extractor fan installed complete with own power connection	no	1	2 500,00		
	(ix) Fume cupboards complete according to drawings	no	1	4 500,00		
	(x) Fire extinguishers, 9.0kg all purpose dry powder type. Complete mounted on the wall with brackets	no	2	950,00		
	(xi) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	no	8	15 000,00		
	(xii) Heater, space-heating type, minimum capacity 1.5kW	no	8	800,00		
	(xiii) Curing chamber UCS specimens, complete with water connection, including the provision pf brick partitions, plaster, paint and shelving, all complete according to drawings	no	1	5 000,00		
	(xiv) General-purpose cupboards with shelves	no	8	1 250,00		
	(xiv) Standard contract nameboard	no	4	15 000,00		
B14.03	(xix) Steel filing cabinet for A1 drawings	no	8	1 800,00		
B14.03	(xx) Electric Refrigerators (<i>minimum 225 Litres</i>)	no	2	8 000,00		
TOTAL CARRIED FORWARD						

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	
	TOTAL BROUGHT FORWARD					
B14.03	(xxi) Rain gauge	No	3	1 200,00		
	(b) Prime-cost items paid for in a lump sum					
B14,03	(ix). Provision of cellular phones	no	3	1 000,00		
	(x). Provisional sum for the costs of cellular and other charges	Prov Sum			R 25 200,00	
	(xi) Handling cost and profit in respect to subitem 14.03 b (ix) and (x)	%	25 200	10%		
	(xii) Wi-Fi facilities	Prov Sum	1	10 000,00	10 000,00	10 000,00
	(xiii) Running costs on Wi-Fi facilities	Months	12	2 000,00		
	(xiv) Digital camera with rechargeable batteries	No	2	1 500,00		
	(xv) A3 Colour Printer (<i>print, scan, copy & fax</i>)	No	1	3 700,00		
	(xvi) Printer running costs (<i>paper, catridges & mantainance</i>)	Month	12	800,00		
4,03	(c) Items measured by area					
	(ii) Work-benches complete with concrete slab top minimum thickness 75mm (0,5m x 1m each)	m²	1	1 850,00		
	(iv) Constant-temperature baths of concrete and/or plastered brick	m²	3	1 850,00		
	(vii) Roller blinds, opaque type	m²	8	350,00		
	(viii) Notice boards as specified	m²	6	750,00		
14.04	Car ports, as specified, at Offices and Laboratory building	no	8	5 000,00		
14,07	Rented hotel and other accomodation					
	(a) Provisional sum for providing rented housing, hotel or other accommodation as discribed in clause 14.03(c)(ii)	Prov Sum		648 000	R 144 000,00	
	(b) Handling cost and profit in respect to subitem 14.07(a) above	%	144 000	10%		
14.08	Services:					
	(a)Services at offices and laboratories:					
	(i) Fixed Costs	Lump Sum	1	100 000,00	115 000,00	115000
	(ii) Running costs	Months	12	3 000,00		
	(c) Services for rented houses	Month	12	4 500,00		
B14.11	Electronic equipment for the Engineer					
	(a) Computer consumables	Prov Sum			R 50 000,00	
	(b) Contractor's handling cost in respect of 14.11(a)	%	R 50 000	10%		
B14.12	Engineer's accommodation charges					
	(a) Accommodation for Engineer's labourers	PC Sum			R 55 000,00	
	(b) Contractor's handling cost in respect of 14.12(a)	%	R 55 000	10%		
TOTAL CARRIED FORWARD						

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD				
B14.13	Engineer's transportation charges				
	(a) Transportation for Engineer's labourers	PC Sum			R 50 000,00
	(b) Contractor's handling cost in respect of 14.13(a)	%	R 50 000	10%	
B14.14	Provision and erection of diamond mesh security fencing around site camp including gates	m	200	80,00	
B14.15	Relocation of office accommodation and laboratory for the Engineer's supervisory staff on Engineer's instruction	No	1	15 000,00	
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1500

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1500	ACCOMODATION OF TRAFFIC				
B15.01	Accommodating traffic	km	12		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	5		
	(b) Cut and borrow to fill	m³	1 250		
	(c) Cut to spoil	m³	625		
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	15 840		
	(b) Portable STOP and GO-RY signs	No	10		
	(c)Temporary traffic-control signals as specified or as shown on the drawings	No	6		
	(d) Amber flicker lights	No	8		
	(e) Road signs, R- and TR- series (900mm dia)	No	11		
	(f) Road signs, TW-series (1200mm wide)	No	11		
	(g) Road signs, DTW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	m²	60		
B15.03	(h) Delineators TW401/TW402 (800mm x 250mm):				
	(i) Single sided	No	200		
	(ii) Double sided	No	400		
15.03	(j) Traffic Cones	No	25		
	(l) Moveable barriers (New Jersey) Plastic	m	20		
	(m) Two-way communication devices	No	8		
B15.03	(n) Provision of other traffic control measures ordered by the Engineer				
	(i) Provision of other traffic control measures	Prov Sum		150 000	150 000,00
	(ii) Handling cost and profit in respect of subitem B15,03(n)(i)	%	150 000		
15,04	Relocation of traffic-control facilities	Lump Sum	1,00		
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD				-
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m³	600		
15,06	Watering of temporary deviations	kl	7 920		
15,07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	215		
B15,10	Accommodating traffic where the road is constructed in half-widths	km	5		
15,12	Temporary Culverts:				
	(a) Provision and laying of temporary prefabricated culverts complete (ii)900mm	m	20		
	(d) Overhaul on excavated material carted to spoil, backfill material, (but excluding portland cement), prefabricated culverts removed and installed, and prefabricated culverts removed and stacked for haul in excess of a free haul distance of 1km	m³-km	115		
B15.14	(a) Media release and public relations	PC Sum			20 000,00
	(b) Handling costs and profit on item B15.14	%	20 000,00	10%	2 000,00
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1700

LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	CLEARING AND GRUBBING				
LI	Clearing and grubbing				
	(a) Normal areas				
	(I) Whithin the road reserve	ha	5		
LI	Reclearing of surfaces (on the written instructions of the engineer only)	ha	0,5		
LI	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750mm	m³	100		
	(b) Pipes with an internal diameter exceeding 750mm	m³	150		
LI	Removal of household refuse from road reserve (on the written instruction of the Engineer only)	m³	25		
CARRIED FORWARD TO SUMMARY					-

SECTION B1800

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B1800	DAYWORKS				
B18.01	Personnel during normal working hours				
	(i) Unskilled labour	h	120		
	(ii) Semi-skilled labour	h	120		
	(iii) Skilled labour	h	120		
	(iv) Ganger	h	120		
	(v) Foreman	h	120		
B18.02	Personnel outside normal working hours				
	(a) Outside normal working hours and Saturdays				
	(i) Unskilled Labour	h	60		
	(ii) Semi-Skilled labour	h	60		
	(iii) Skilled Labour	h	60		
	(iv) Ganger	h	60		
	(v) Foreman	h	60		
	(b) Sundays and Public holidays				
	(i) Unskilled Labour	h	60		
	(ii) Semi-Skilled Labour	h	60		
	(iii) Skilled Labour	h	60		
	(iv) Ganger	h	60		
	(v) Foreman	h	60		
B18.03	Plant (Contractor to Specify)				
	(a) Tipper trucks				
	6m ³ capacity	h	60		
	10m ³ capacity	h	60		
TOTAL CARRIED FORWARD					

SECTION 1800

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	(b) Crane truck (5 ton crane)	h	60		
	(c) TLB loader (55-70kW, 0,5m³ bucket)	h	60		
	(d) Pneumatic Tyre Rollers (18 Ton)	h	60		
	(f) Compressor and equipment (7m³/min)	h	60		
	(g) Concrete mixer (160 litre)	h	60		
	(n) Water Truck (9000 litre)	h	60		
	(o) Rotary Broom	h	60		
	(p) Steel Roller (i) 6ton	h	60		
	(ii) 10ton	h	60		
	(q) Grader	h	60		
	(r) Excavator	h	60		
	(s) Front End Loader	h	60		
B18.04	Materials				
	(a) Procurement of Materials	PC Sum	1		150 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.04 (a)	%	150 000		
B18.05	Transport				
	(a) LDV (2000cc)	km	150		
	(b) Flatbed truck (5 ton)	km	150		
	(c) Minibus for site inspection	day	20		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2100							AMOUNT
ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	RATE	
2100		DRAINS					
21.01	LI	Excavation for open drains:					
		(a) Excavating soft material situated within the following depth ranges below the surface level:					
		(i) 0 m up to 1,5 m	m³	1700	75,00		
		(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m³	500	380,00		
21.02	LI	Clearing and shaping existing open drains	m³	1570	35,00		
21.03	LI	Excavation for subsoil drainage systems:					
		(a) Excavating soft material situated within the following depth ranges below the surface level:					
		(i) 0 m up to 1,5 m	m³	155	75,00		
		(b) Extra over subitem 21.03(a) for excavation in hard material, irrespective of depth	m³	15	350,00		
21.04	LI	Impermeable backfilling to subsoil drainage systems	m³	100	90,00		
21.05	LI	Banks and dykes	m³	150	75,00		
21.08	LI	Pipes in subsoil drainage systems	m	400	165,00		
21.12	LI	Concrete outlet structures, manhole structures, junction boxes and cleaning eyes for subsoil drains					
		(a) Outlet Structures	No	20	4 500,00		
		(c) Junction boxes	No	1	4 500,00		
		(d) Cleaning eyes	No	50	2 500,00		
21.13	LI	Concrete caps for subsoil drain pipes	No	9	1 500,00		
21.15		Overhaul for material hauled in excess of 1,0km free-haul (normal haul)	m³-km	21000	R 9,00		
21.16	LI	Backfilling existing eroded side drains	m³	600	R 35,00		
21.17		Test flushing of pipe subsoil drains	No	20	R 2 500,00		
B21.21		Fin drain complete as per drawing	m	400	R 250,00		
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 2200

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200		PREFABRICATED CULVERTS				
22.01	LI	Excavation				
		(a) Excavating soft material situated within the following depth ranges				
		(i) 0m up to 1.5 m	m ³	255		
		(ii) 1.5m up to 3m	m ³	100		
		(ii) 3m up to 4.5m	m ³	50		
		(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	50		
22.02	LI	Backfilling				
		(a) Using excavated material	m ³	150		
		(b) Using imported selected material	m ³	150		
		(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling (3%)	m ³	25		
22.03		Concrete pipe culverts				
		(b) On Class B bedding (Class 100D load pipes)				
		(iii) 900mm dia.	m	120		
		(iv) 1200mm dia.	m	90		
		(a) In class A bedding, screeds and the encasing for pipes,				
		(i) Class 30/19 concrete	m ³	90		
		(ii) Class 15/19 concrete	m ³	15		
TOTAL CARRIED FORWARD						

ITEM		DESCRIPTION	UNIT	QTY	RATE	
		TOTAL BROUGHT FORWARD				
		(c) In inlet and outlet structures, skew ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
		(i) Class 30/19 concrete	m ³	125		
		(ii) Class 15/19 concrete	m ³	75		
		(d) Formwork to concrete under subitem 22,07 (c) above;				
		(i) Vertical formwork for class F2 surface finish	m ²	395		
22.08		Concrete backfill for culverts class				
		(i) Class 30/19 concrete	m ³	40		
		(ii) Class 15/19 concrete	m ³	15		
22.10		Steel reinforcement				
		(a) Mild steel bars	ton	0,5		
		(b) High-tensile steel bars	ton	0,5		
		(c) Welded steel fabric	kg	1 200		
22.11		Dowels for joining old and new concrete	kg	80		
B22.18	LI	Brickwork				
		(b) 230mm thick	m ²	198		
22.19	LI	Plaster	m ²	47		
22.23		Service ducts:				
		(a) Ordinary pipes (PVC pipe not exceeding 160mm)	m	150		
22.24		Duct marker blocks (concrete)	No	20		
TOTAL CARRIED FORWARD						

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD				-
22.25/ B1602	Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement in case of soil cement), existing structures demolished and removed to spoil, and removing and relaying and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m³-km	8 950		
22.26	Hand excavation to determine the positions of existing services	m³	150		
22.27	Reinstating trenches crossing roads:				
	(b) Subbase	m²	900		
	(c) Base (including prime coat)	m²	900		
	(d) Bituminous surfacing (including tack coat)	m²	900		
	(e) Kerbing	m	120		
22.28	Prefabricated reinforced-concrete skew end units for concrete culverts constructed at a skew angle (class bedding B)				
	(a) Pipe Culverts				
	(iii) 900mm dia	No	5		
	(iv) 1200mm dia	No	5		
B22.29	Waterproofing of prefabricated culvert joints with 500mm wide	m	1 150		
B22.30	Precast concrete blocks in outlet structures (150 x150 x300mm	No	50		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2300

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN PIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	LI	Concrete kerbing (Class 20/19 concrete)				
		(a) Fig 8c kerb (SABS 927) as shown on drawing	m	860		
		(b) Fig 3 kerb (SABS 927) as shown in the drawing	m	150		
		(c) Fig 11 kerb (SABS 927) as shown in the drawing	m	65		
23.02		Concrete kerbing-channeling combination (Class 20/19 concrete)				
		(a) Type XXX (as shown in drawing)	m	150		
23.04	LI	Cast in situ concrete chutes (measured by componets)				
		(a) Concrete (Class 30/19 concrete)	m ³	50		
		(b) Formwork (Finish)	m ²	340		
23.05		Inlet, outlet, transition and similar structures				
		(a) Inlet structures for chutes downside slopes, class 30/19 complete as shown on the drawings	No	10		
		(b) Outlet structures for chutes downside slopes with prefabricated concrete blocks, class 30/19 complete as shown on the drawings	No	10		
23.07	LI	Trimming of excavations for concrete-lined open drains				
		(a) In soft material	m ²	250		
		(b) In hard material	m ²	25		
23.08	LI	Concrete lining for open drains:				
		(a) Cast in situ concrete lining in drift (Class 30/19 concrete)				
		(ii) Trapezoidal drain	m ³	825		
		(b) Class U2 surface finish to cast in situ concrete				
		(ii) Trapezoidal drain	m ²	2800		
TOTAL CARRIED FORWARD						

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD						-
23.09	LI	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
		(a) To sides with formwork on the internal face only	m ²	2800		
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	450		
		(c) To ends of slabs	m ²	50		
23.10		Sealed joints in concrete lining of open drain (flexcell and polysulphite or similar approved)	m	480		
23.11		Concrete screed or backfill below chutes (Class 20/19 concrete)	m ³	20		
23.12	LI	Steel reinforcement:				
		(c) Welded steel fabric ref-193	kg	2350		
23.13	LI	Polyethylene sheeting (0,15mm thick) for concrete-lined open drains	m ²	4000		
23.14	LI	Cutting bituminous surfacing and pavement layers for concrete kerbing, channeling or concrete lined drains	m	160		
B23.17		Concrete edge beam (300mm x 200mm, class 30/19 concrete,	m	465		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 2400

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2400		ASPHALT AND CONCRETE BERMS				
24.02		Concrete berm				
		(b) Placed at existing guard-rail	m	90		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 3100[illegible]

SECTION 3200

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3200		SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND				
32.01		Providing a crushing and/or screening plant				
		(a) Single-stage crusher	No	1		
		(c) Screening plant	No	1		
32.02		Re-erecting the crushing and/or screening plant				
		(a) Single-stage crusher	No	2		
		(c) Screening plant	No	2		
32.03		Crushing and screening:				
		(a) Single-stage crushing	m³	1 000		
		(c) Screening	m³	1 000		
32.04	LI	Removal of oversize pavement material	m³	2 150		
32.05		Additional normal grid roller	m³	10		
32.06		Stockpiling of material	m³	25 000		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT R	AMOUNT R
TOTAL BROUGHT FORWARD					650 750,00		
33.13	Finishing-off cut and fill slopes, medians and interchange areas:						
	(a) Cut slopes	m²	1 500	R 15,00	22 500,00		
	(b) Fill slopes	m²	1 500	R 15,00	22 500,00		
33.16	Widening of fills as specified in subclause 3307(i) extra over:						
	(a) Item 33.01 (a)	m³	100	R 35,00	3 500,00		
	(b) Item 33.01(b)	m³	100	R 35,00	3 500,00		
	(c) Item 33.01(c)	m³	100	R 55,00	5 500,00		
33./1602	Overhaul of material hauled in excess of 0.5km	m³-km	98 000	R 6,00	588 000,00		
TOTAL CARRIED FORWARD TO SUMMARY					R 1 296 250,00		

SECTION 3400

ITEM	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
34.00		SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01		Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0km:				
		(c) Gravel sub-base (unstabilized gravel) compacted to:				
		(ii) 97% of modified AASHTO density				
		(a) 150mm thick G6 material	m ³	18900		
34.01		(g) Gravel shoulder compacted to:				
		(ii) 95% of modified AASHTO density (150mm G5)	m ³	6300		
34.02		Extra over item 34,01 for excavation of material in:				
		(a) Intermediate excavation	m ³	100		
		(b) Hard excavation	m ³	100		
34.03		Pavement layers constructed from gravel layers obtained from existing pavement layers				
		(b) Gravel selected layer compacted to 95% of modified AASHTO density, using:				
		(i) Non-cemented material (150mm thickness)	m ³	14000		
34.08		Extra over 34,03 for excavating material in existing pavement layers in restricted areas:				
		(a) Non-cemented material	m ³	1400		
34.09		Extra over items 34,03 and 34,04 for placing and compacting gravel pavement layers in restricted areas:				
		(a) Non- cemented material	m ³	1400		
34.10		Compacting the floors of pavement excavations (5 roller passes) with:				
		(a) Vibratory rollers	m ²	750		
		(c) Grid rollers	m ²	750		
		(e) Pneumatic-tyred rollers	m ²	750		
34.11		Watering the pavement excavation	kl	1000		
3400 /1602		Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	259000		
B34.14		Pavement layers constructed from gravel obtained from commercial sources including unlimited free overhaul:				
		(a) Gravel sub-base (unstabilized gravel) compacted to:				
		(ii) 97% of modified AASHTO density (150mm thick G5)	m ³	18900		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 3500

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3500		STABILIZATION				
B35.01		Chemical stabilisation (200mm thick layer) extra over unstabilised compacted layers (subbase layer)				
		(a) 150mm thick layer (C4)	m³	18 900		
35.02		Chemical stabilizing agent:				
		(c) Road lime (slaked)	t	100		
		(g) Cement CEM IIB-L, class 32.5N (C4)	t	1 573		
35.04		Provision and application of water for curing	kl	1 630		
35.10		Extra over item 35.01 for chemical stabilisation in restricted areas:				
		(a) Mixing in mechanical mixers	m³	150		
		(b) In situ mixing	m³	650		
35.13		Extra over items 35.01 and 35.07 for trial sections				
		(c) 150mm Subbase layer (Cement stabilized)	m³	300		
TOTAL CARRIED FORWARD TO SUMMARY						-

SECTION 3600

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3600	SECTION 3600 : CRUSHED STONE BASE				
36.01	Crushed-stone base:				
	(e) Constructed from type G3 natural material obtained from commercial sources nominal maximum size 37,5mm compacted to:				
	(ii) 100% of Modified AASHTO density (150mm thick)	m ³	28800		
36.03	Crushed stone base trial section 150mm thick constructed in accordance with the provisions of clause 3603	m ³	300		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 4100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	PRIME COAT				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen	litre	80 640		
	(e) Invert bitumen emulsion	litre	32 526		
41.02	Aggergate for blinding	m ²	1 350		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	5 000		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 4200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing (70/100 penetration grade bitumen)				
	(a) Continuously graded (medium grade)				
	(i) 40mm thick	m ²	350		
42.04	Tack-coat of 30% stable-grade emulsion	litre	193		
42.08	100mm cores in asphalt paving	No	6		
42.09	Asphalt surfacing on bridge decks (40mm thick with 70/100 penetration grade bitumen)				
	(a) Continuously graded (medium grade)	ton	10		
42.13	Placing and compacting asphalt in restricted areas:				
	(a) Extra over items 42.01, 42.02 and 42.10	m ²	50		
42.14	Extra over item 42.04 for applying tack coat in restricted areas	litre	19		
42.15	Application of prime coat and/or tack coat to the edges of a layer	litre	19		
42.20	Backfilling of excavations for patching with:				
	(b) Asphalt surfacing	ton	1		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 4500

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4500	DOUBLE SEALS				
45,01	Double seal using :				
	(a) (i) 19.0mm and 9.5mm grade 1 aggregate with 70/100 penetration grade bitumen (S-E1)	m ²	94080		
	(ii) 19.0mm and 9.5mm grade 1 aggregate with 70/100 penetration grade bitumen (SC-E1)	m ²	40320		
B45,02	Bituminous binder variation				
	(i) 70/100 penetration grade bitumen	litre	9408		
45,03	Aggregate variation (grade 1)				
	(b) 19mm aggregate	m ³	392		
	(d) 9.5mm aggregate	m ³	178		
45,04	Application of fogspray consisting of				
	(a) 60% spray-grade cationic emulsion	litre	294000		
45,05	Pre-coating aggregate at a rate of 12l/m ³ or as specified (SS60 emulsion 50% diluted with water).	m ³	1825		
45.07	Extra over item 45.01 for work in areas inaccessible to mechanical equipment	m ²	500		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 5100

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5100	LI	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51,01	LI	Stone Pitching				
		(c) Grouted stone pitching on a concrete bed (100mm thick)	m ²	3900		
51.03		Stone masonry walls:				
		(b) Cement motared stone walls	m ³	50		
51,06	LI	Provision of approved herbicide and ant poison				
		(a) Provision of materials	PC Sum			
		(b) Contractor's charges and profit added to the prime cost sum	%	0		
51,07	LI	Foundation trenches	m ³	975		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 5200

ITEM	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 5200				
		GABIONS				
52,01	LI	Foundations trench excavation and backfilling				
		(a) In solid rock	m ³	5		
		(b) in all other classes of material	m ³	30		
52,02	LI	Surface preparation for bedding the gabions	m ²	120		
		Gabions				
52,03	LI	(a) Galvanised gabion boxes with stones (1m x 1m x 1m) 2,7mm nominal diameter	m ³	35		
	LI	(c) Galvanised gabion mattresses (3m x 1m x 0,3m) 2,7mm nominal diameter	m ³	20		
52,04	LI	Filter fabric grade 3	m ²	150		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 5400

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5400		GUARDRAILS				
		Guardrails on timber posts				
54,01	LI	(a) Galvanised	m	700		
54.03		Extra over items 54.01, 54.02 and 54.11 for horizontally curved guard-rails factory bend to a radius less than 45m	m	30		
54,04	LI	End Treatments:				
		(a) End wings	No	8		
		(c) Bridge adaptors	No	8		
		(d) End treatments in accordance with the drawings where single guardrail sections are used	No	8		
54,05	LI	Additional guardrail posts:				
		(a) Timber	No	16		
54,06	LI	Reflective plates	No	130		
54.07	LI	Removing existing guardrails	m	500		
54.12		Extra over items 54.01 and 54.02 for drilling and blasting	No	10		
TOTAL CARRIED FORWARD TO SUMMARY						R 0,00

SECTION 5500

ITEM NO	LI	DESCRIPTION	UNIT	QUANTITY	RATE	RATE	AMOUNT	
							RATE	AMOUNT
		FENCING						
55.01	LI	Clearing the fence line, 2m wide strip	km	3	15 000,00			
55.02		Supply and erect new fencing material for new fences and supplementing material in fences which are being repaired or removed						
		(a) Zinc-coated barbed wire (high tensile single strand 3.15mm x 2.1mm diamond shaped wire to 2.2mm or equivalent diameter.	km	20	18 000,00			
		(g) Standards	No	1 500	75,00			
		(h) Droppers	No	2 000	55,00			
		(i) Straining posts, stays and anchors						
		(i) Vertical						
		(1) Steel straining posts (galvanised posts and corner post 101.6mm outside diameter)	No	280	580,00			
		(ii) Inclined:						
		(1) Steel straining posts (galvanised posts and corner post 101.6mm outside diameter)	No	4 790	495,00			
55.03		New gates	No	5	2 500,00			
55.04		Moving existing fences and gates:						
		(a) Fences						
		(i) Stock-proof fences	km	2	6 500,00			
		(b) Gates	No	5	350,00			
55.05		Dismantling existing fences:						
		(a) Fences:						
		(i) Stock-proof fences	km	20	5 000,00			
		(b) Gates	No	5	250,00			
		TOTAL CARRIED TO SUMMARY						

SECTION 5600

ITEM NO	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	RATE
5600		ROAD SIGNS					
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:					
	LI	(c) Prepainted galvanized steel profiles (chromadek or approved equivalent):					
		(i) Area not exceeding 2 m ²	m ²	60	955,00		
		(ii) Area exceeding 2 m ² but not 10 m ²	m ²	40	955,00		
	LI	(d) Prepainted galvanized steel profiles (200 mm high chromadek or approved equivalent):					
		(i) Area not exceeding 2 m ²	m ²	140	955,00		
		(ii) Area exceeding 2 m ² but not 10 m ²	m ²	80	955,00		
56.02	LI	Extra over item 56.01 for using:					
		(a) Background of retro-reflective material:					
		(i) Class I	m ²	50	900,00		
		(ii) Class II	m ²	50	1000,00		
		(iii) Class III	m ²	320	1000,00		
		(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:					
		(ii) Class II	m ²	140	1 000,00		
		(ii) Class III	m ²	220	1 000,00		
56.03	LI	Road sign supports (overhead road sign structures excluded):					
		(a) Timber posts	m	118	170,00		
		(b) Steel tubing (diameter and wall thickness indicated)	t	3,8	22 500,00		
56.04	LI	Kilometer post (precast concrete) as per drawings	No	39,0	2 450,25		
56.05	LI	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	20	250,00		
56.06	LI	Extra over item 56.05 for cement-treated soil backfill	m ³	15	180,00		
56.07		Extra over item 56.05 for rock excavation	m ³	2	150,00		
56.09	LI	Dismantling and storing road signs with a surface area of:					
		(a) Up to 2 m ²	No.	140	600,00		
		(b) Exceeding 2 m ² but not 10 m ²	No.	105	750,00		
		TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 5700

ITEM NO	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	RATE	AMOUNT
57.01		ROAD MARKINGS						
		Road-marking paint:						
		(g) Kerb markings (any colour)	m ²	120	80,00	9 600,00		
57.02	LI	Retro-reflective road-marking paint:						
		(a) White lines (broken or unbroken):						
		(i) 100 mm wide	km	160,0	8 500,00	1 360 000,00		
		(b) Yellow lines (broken or unbroken):						
		(i) 100 mm wide	km	180	12 750,00	2 295 000,00		
		(d) White lettering and symbols	m ²	340	120,00	40 800,00		
		(e) Yellow lettering and symbols	m ²	90	120,00	10 800,00		
		(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	420	120,00	50 400,00		
57.04	LI	Variation in rate of application:						
		(a) White paint	litre	100	85,00	8 500,00		
		(b) Yellow paint	litre	100	88,00	8 800,00		
		(d) Retro-reflective beads	kg	80	25,00	2 000,00		
57.05	LI	Roadstuds (aluminium)	No.	900	15,00	13 500,00		
57.06	LI	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	350	2 500,00	875 000,00		
57.07		Re-establishing the painting unit at the end of the maintenance period	Lump Sum	1,00		120 000,00		
57.08		Removal of existing, temporary or permanent road marking by:						
		(a) Sandblasting	m ²	3000	45,00	135 000,00		
		(b) Overpainting as a temporary measure	m ²	1000	35,00	35 000,00		
		TOTAL CARRIED TO SUMMARY				4 964 400,00		

SECTION 5800

ITEM NO	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5800		<u>LANDSCAPING AND PLANTING PLANTS</u>				
58.01		Trimming				
		(a) Machine trimming	m ²	480		
		(b) Hand trimming	m ²	50		
58.03	LI	Preparing the areas for grassing:				
		(b) Scarifying for loosening top soil	ha	0,20		
		(c) Topsoiling within the road reserve, where the following materials are used:				
		(i) Topsoil obtained from within the road reserve or borrow areas (free-haul 1,0km)	m ³	72		
		(e) Providing and applying chemical fertilisers and/or soil-improvement material:				
		(i) Lime	ton	0,50		
		(ii) Superphosphate	ton	0,50		
		(iii) Limestone ammonium nitrate	ton	0,50		
		(iv) 2:3:2(22)	ton	0,50		
		(v) 3:2:1(25)	ton	0,50		
		(v) Monophosphate	ton	0,50		
58.04		Grassing:				
		(c) Hydroseeding				
		(i) Providing an approved seed mixture for hydroseeding	kg	170		
		(ii) Providing an approved mulch	kg	500		
		(iii) Hydroseeding	ha	0,20		
58.05		Watering the grass when established by topsoiling	kl	1		
		TOTAL CARRIED TO SUMMARY				

SECTION 5900

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	39,0		
59.02	Treatment of old roads and temporary deviations	km	15,0		
TOTAL CARRIED FORWARD TO SUMMARY					

Part 2: NEW IN-SITU STRUCTURES

SECTION 6000

ITEM	DESCRIPTION	UNIT	QTY KM 0,389	QTY KM 10,728	QTY KM 17,752	QTY TOTALS	RATE	AMOUNT R
Part 1	<u>NEW IN-SITU STRUCTURES</u>							-
6100	<u>FOUNDATIONS FOR STRUCTURES</u>							
1/61.02	Excavation: (a) Excavating soft material situated within the following successive depth ranges: (ii) Exceeding 2.0m and up to 4.0m (iii) Exceeding 4.0m and up to 6.0m (b) Extra over sub-item 1/61.02(a) for excavation in hard material irrespective of depth (c) Extra over subitem 1/61.02(a) for additional excavation required by the engineer after the excavation has been completed	m³	300			300		
		m³	350			350		
		m³	200			200		
		m³	506			506		
1/61.03	Access and drainage: (a) Access	L\Sum	1	1	1	3		
1/61.04	Backfill to excavations utilising: (a) Material from the excavation (b) Imported material	m³	64	23	41	128 0		
		m³	360	133	231	724 0		
1/61.05	Fill within a restricted area (extra over item 1/61.04)	m³	70	14	45	129 0		
1/61.06	Overhaul in excess of 1,0 km on excavated material and on material imported for backfill, foundation fill and fill for caissons	m³.km	8670	2100	2560	13330		
1/61.08	Foundation fill consisting of: (a) Rock fill (c) Compacted granular material (d) Mass concrete Class 15/38 (e) Concrete screed Class 15/19 (75 mm or 50mm thick)	m³						Rate Only
		m³	506			506		
		m³				0		Rate Only
		m³	64	5	5	74		
CARRIED FORWARD								

#REF!
#REF!
0

C-1

SECTION 6000

ITEM	DESCRIPTION	UNIT	QTY KM 0.389	QTY KM 10,728	QTY KM 17,752	QTY TOTALS	RATE	AMOUNT
OUGHT FORWARD								
6200	<u>FALSEWORK, FORMWORK AND CONCRETE FINISH</u>							
1/62.02	Vertical formwork :							
	(a) Class F1 surface finish to:							
	(i) Footings	m ²	204			204		
	(b) Class F2 surface finish to:							
	(i) Culvert walls and wing walls	m ²	1037	94.5	175.6	1307.1		
	(ii) Deck slab and head walls	m ²	85	71	78	234		
1/62.03	Horizontal formwork:							
	(a) Class F2 surface finish to:							
	(i) Deck slab	m ²	438	330	333	1101		
1/62.04	Inclined formwork:							
	(a) Class F2 surface finish to haunches between:							
	(i) Culvert walls & Deck slab	m ²	123	93	75	291		
6300	<u>STEEL REINFORCEMENT FOR STRUCTURES</u>							
1/63.01	Steel reinforcement for:							
	(a) The complete structure:							
	(i) Mild steel bars	t	0.7	0.15	0.153	1.003		
	(ii) High yield stress steel bars	t	78	12.99	20.7	111.69		
	(iii) Welded steel fabric: Ref 245	kg	842	361	371	1574		
6400	<u>CONCRETE FOR STRUCTURES</u>							
1/64.01	Cast in situ concrete:							
	(b) Concrete (non-durability)							
	(i) Footings (30/19)	m ³	287	190	233	710 0		
	(ii) Culvert walls and wing walls (30/19)	m ³	194	68	105	367 0		
	(iii) Deck slab and head walls (30/19)	m ³	201	153	190	544 0		
L CARRIED FORWARD								

ITEM	DESCRIPTION	UNIT	QTY KM 0,389	QTY KM 10,728	QTY KM 17,752			
OUGHT FORWARD								
1/B64.07	Curing of concrete							
	(a) Curing membranes (vertical faces)							
	(i) Floor	m ²	67	48	67	182		
	(ii) Walls	m ²	1132	450	529	2111		
	(iii) Wingwalls	m ²	250	139	161	550		
	(b) Water ponding (horizontal faces)					0		
	(i) Floor	m ²	781	478	485	1744		
	(ii) Deck	m ²	489	369	373	1231		
6600	<u>NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES</u>					0		
1/66.06	Filled joints:					0		
	(a) Movement joint Type 1 - complete as per drawing	m ²	22	11	26	59		
	(b) Movement joint Type 2 - complete as per drawing	m ²	39	14	36	89		
	(c) Movement joint Type 3 - complete as per drawing	m ²	14	7	6	27		
	(d) Movement joint Type 4 - complete as per drawing	m ²	5	2	3	10		
	(e) Movement joint Type 5 - complete as per drawing	m ²	8	8	5	21		
	(f) Movement joint Type 6 - complete as per drawing	m ²	70	28	0	98		
	(g) Movement joint Type 7 - complete as per drawing	m ²				0		
1/66.18	Numbers for structures:					0		
	(a) Number plates					0		
	(i) Number plates fixed to headwalls	No	0	0	0	0		
	(i) Number plates fixed to mounting block Type 2 complete as per drawing	No	0	0	0	0		
1/66.19	Drainage pipes and weepholes:					0		
	(b) Weep holes:					0		
	(i) 50mm diameter PVC pipe	m	12	8	14	34		
1/66.21	Synthetic-fibre filter fabric grade 2	m ²	219	83	186	488		
1/B66.27	Drainage strips					0		
	(a) 325mm wide DN1 Netlon strips or similar approved	m	131	49	102	282		
1/B66.28	Perforated drainage pipes - M150 Netlon drainage pipe wrapped in Kaymat U34 or similar approved	m	63	39	65	167		
CARRIED FORWARD								

SECTION 6400

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6400	CONCRETE FOR STRUCTURES				
64.06	Demolishing existing concrete				
	(a) Plain concrete in:				
	(i) Edge beams, kerbs etc				
	(b) Reinforced concrete in:				
	(i) Existing structure and replace with 4 x 3.0m x 2.4m Box Culvert with wing walls and in-and outlet structures				
	(ii) Existing structure and replace with 3 x 3.0m x 2.4m Box Culvert with wing walls and in-and outlet structures				
64/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	4 765		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 7300

ITEM	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7300		CONCRETE BLOCK PAVING FOR ROADS				
73,01		Concrete block paving:				
	LI	(a) 25MPa, type S-A 80mm thick interlocking paving blocks laid in herringbone bond	m ²	900		
73,02	LI	Cast in situ concrete edge and intermediate beams	m ³	24		
73,03	LI	Provision of approved herbicide and ant poison:				
		(a) Provision of materials	PC Sum	1,00	3105	3 105,00
		(b) Contractor's charges and profit added to the Prime Cost Sum	%	3 105		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 8100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	RAZZMATAZZ JV	
						RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP						
81.02	Other special tests requested by the Engineer:						-
	(a) Cost of testing	PC Sum		500 000,00	R 500 000,00		500 000,00
	(b) Charge on Prime Cost Sum	%	500 000,00	10%	R 50 000,00	10%	50 000,00
							-
							-
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION C3.6

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C3.6	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT				
C3.6.01	Training				
	(a) Technical skills	Prov Sum			57 500,00
	(b) Generic Skills	Prov Sum			20 000,00
	(c) Entrepreneurial Skills	Prov Sum			96 000,00
	(d) HIV/AIDS	Prov Sum			50 000,00
	(e) Training venue	Prov Sum			4 000,00
	(f) Contractor's profit and all other charges				
	(i) Technical skills	%	57 500		
	(ii) Generic Skills	%	20 000		
	(iii) Entrepreneurial Skills	%	96 000		
	(iv) HIV/AIDS	%	50 000		
C3.6.02	Remuneration of the project liason officer				
	(a) Project Liaison officer	PC sum			110 400,00
	(b) Project Liaison Committee	PC Sum			69 000,00
	(c) Contractor's profit and all other charges	%	179 400		
C3.6.03	Provision and maintenance of the ABE support office	Month	12		
TOTAL CARRIED FORWARD TO SUMMARY					406 900,00

SUMMARY OF THE SCHEDULE OF QUANTITIES			
SECTION	DESCRIPTION	UNIT	Engineer's Estimates
1200	General requirements and provisions	R	
1300	Contractor's Establishment on Site and General Obligations	R	
1400	Housing, Offices and Laboratory	R	
1500	Accommodation of Traffic	R	
1700	Clearing and Grubbing	R	
1800	Dayworks	R	
2100	Drains	R	
2200	Prefabricated Culverts	R	
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Linings for Open Drains	R	
2400	Asphalt and Concrete Berms		
3100	Borrow materials	R	
3200	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	R	
3300	Mass Earthworks	R	
3400	Pavement Layers of Gravel Material	R	
3500	Stabilisation	R	
3600	Crushed Stone Base	R	
4100	Prime Coat	R	
4200	Asphalt Base and Surfacing	R	
4500	Double Seal	R	
5100	Stone Pitching	R	
5200	Gabions	R	
5400	Gaurdrails	R	
5500	Fencing	R	
5600	Road Signs	R	
5700	Road Markings	R	
5800	Landscaping and Planting Plants	R	
5900	Finishing the Road and Road Reserve and Treating Old Roads	R	
6000	Structures	R	
6400	Concrete for Structures	R	
7300	Concrete Block Paving for Roads	R	
8100	Testing Materials and Workmanship	R	
C3.6	Guidelines to Subcontracting and Labour Enhancement	R	
	TOTAL :	R	
CALCULATION OF TENDER SUM			
A	TOTAL :	R	
B	CONTINGENCIES (10%)		
	DistburtmentsThe sum provided here is under sole control of the engineer and may be deducted in whole or in part	R	3 872 232,00
C	SUB - TOTAL	R	
D	VAT	R	
E	TOTAL	R	

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM)

Part C3. Scope of Work

C3.1	Description of the Works	Page C3.1-172
C3.2	Specifications for Work	Page C3.2-180
C3.3	Environmental Management Requirements	Page C3.3-215
C3.4	Occupational Health and Safety (OHS)	Page C3.4-230

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM)

Part C3.1. Description of the Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 Description of the Works

CONTENTS

CLAUSE	HEADING	PAGE NO.
C3.1.1	Employer's objectives	C 3-1-175
C3.1.2	Overview of the works	C 3-1-175
C3.1.3	Extent of the works	C 3-1-175
C3.1.4	Location of the works	C 3-1-176
C3.1.5	Water and power supply and other services	C 3-1-176
C3.1.6	Camps and depots	C 3-1-176
C3.1.7	Temporary works	C 3-1-176
C3.1.8	Occupational Health and Safety	C 3-1-176
C3.1.9	Environmental issues	C 3-1-176
C3.1.10	Procurement	C 3-1-176
C3.1.11	Construction	C 3-1-177
C3.1.12	Labour enhanced construction methods	C 3-1-178
C3.1.13	Information in respect of plant	C 3-1-179
C3.1.14	Information in respect of employees	C 3-1-179

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part and parts of the Standardized or Particular Specifications and the Project Specifications, (including the Project Specification) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 Description of the Works

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer's general objectives are to deliver suitable public infrastructure in a cost effective way, and in the process create employment and upliftment of opportunities for local communities and contractors.

C.3.1.2 OVERVIEW OF THE WORKS

The project is for **THE UPGRADING OF SCHONKENVILLE TO KOPPIES**

GRAVEL ROAD S23 & S79 TO SURFACED STANDARD (19KM)

The description of the works contained in this section is merely an outline of the Works and shall not limit the work to be carried out by the Contractor under this contract.

C3.1.3 EXTENT OF THE WORKS

The main activities to be undertaken on this contract are as follows:

- Km distance 19.00 KM:
 - Recycling of the existing base to a depth of 150mm and stabilizing it using 2-3% cement to achieve a C4 sub-base.
 - Remove oversize pavement material.
 - Import of G5/G6 material if required.
 - Importing 150mm of a G3 base
 - Prime coat
 - Construction of a 20/10 double seal
 - Installation of road signs
 - Road marking for the full length of the road
 - Accommodation of Traffic
 - Cleaning and construction of drainage structures
 - Finishing the road reserve
 - Installation of Sub-surface drainage

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.1.4 LOCATION OF THE WORK

Provincial roads falling under the scope of this project are indicated in Table C3.1.4.1 (road length) below.

ROAD DESCRIPTION	ROAD NUMBER	ROADS LENGTH (KM)
Schonkenville - Koppies	S23 and S79	19.00
TOTAL		19.00

C3.1.5 WATER AND POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangement and pay all installation and consumption charges for the supply of water, electrical power and other services required.

C3.1.6 CAMPS AND DEPOT

The Contractor shall make his own arrangements with the local authority with regards to the location of a site for his temporary camps for offices, stores, workshops and housing of his personnel.

C3.1.7 TEMPORARY WORKS

Temporary work will mainly exist of site establishment of the contractor as well as the accommodation of traffic, as described in the Bill of Quantities.

C3.1.8 OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall be responsible to comply with the relevant health and safety legislation. Allowance has been made therefore in the schedule of quantities. Specific attention should be given to the safety of workers and civilians on site.

C3.1.9 ENVIRONMENTAL ISSUES

The Contractor shall be responsible to comply with the relevant environmental legislation.

C3.1.10 PROCUREMENT

C3.1.10.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing-schedule.

C3.1.11 CONSTRUCTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.11.1 Applicable Standards for Construction Works

The standard specification for road and bridge works for state road authorities (COLTO), 1998 edition are applicable to the works. The abovementioned COLTO specifications make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract.

The Specific Data shall have preference in the interpretation of any ambiguity or inconsistency between it and these standards.

C3.1.11.2 General Information

C3.1.11.2.1 Features requiring special attention

(i) Construction within build-up areas

Where work is to be done within build-up areas, meticulous care is required to ensure:

- a) Convenient access to all houses, businesses and Government buildings during stages of construction.
- b) Ensuring the safety of the public during all stages of construction.
- c) Extended liaison with concerned parties, including the local Chief's Councils, elected Councillors, traffic department, residents and managements of business is imperative.

This will include notification in advance of the commencement of proposed works, etc.

The Contractor will be required to appoint a Community Liaison Officer, who will form part of the full-time staff complement.

(ii) Existing Services

Finding and exposing existing services will form a major part of this project. The Tenderer must ensure that tendered prices allowed for all work, material and equipment required to complete this work. Any existing services damaged by the Tenderer, shall be repaired at its own cost and to the satisfaction of the Engineer and the Local Authority.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.12 LABOUR ENHANCED CONSTRUCTION METHODS

(i) General

It is the primary intention of this Contract that where possible, work can be carried out by Labour Enhanced Construction Methods. The adoption of this method of construction will in no way lessen the responsibilities of the Contractor nor will it permit any deviation from the technical specifications of the Works.

Construction shall be planned so that those operations that can reasonably be done by hand shall be done so. The Contractor shall utilize a core of artisans, supervisors and specialist labour to supervise work on site, with the bulk of the labour force being recruited from the local community. The actual persons to be employed shall be done in consultation with the Community Liaison Officer. For labour intensive construction to be successful and feasible, a high degree of community participation must be exercised throughout the process.

(ii) Control of Construction

The Contractor shall provide from his own staff, a full time agent on site, sufficient skilled foremen to supervise all aspects of the work and sufficient skilled working charge hands and artisans to carry out the work. The "labour force" shall comprise of residents from the different communities where the work is undertaken.

(iii) Labour Enhanced Activities

The following types of activities have been identified as suitable for labour intensive construction methods on this project:

- Accommodation of Traffic.
- Clearing and grubbing.
- Excavation and shaping for open drains.
- Construction of prefabricated culverts.
- Construction of concrete kerbs and channels
- Stabilization of Pavement layers.
- Patching and repairing of edge breaks.
- Back-chipping and selected placement of aggregate on Seals.
- Stone pitching.
- Re-erecting guardrails.
- Erecting of road signs.
- Finishing of road and road reserves.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iv) Payment

Minimum wages shall be acceptable as prescribed by legislation at the time of tender closing. It will be the responsibility of the Contractor to base his rates for labour enhanced activities on reasonable daily production targets. No claims or additional payment will be considered if production targets are not reached.

No payment will be made for work that is scheduled to be carried out by labour enhanced methods and which is carried out by machine unless specific prior instructions to use mechanical methods have been given by the Engineer.

No claims will be entertained arising from the productivity of the labour force or result from inadequate performance of whatever nature.

(v) Liaison with Local Community

A unit will be established in conjunction with the Community Liaison Unit of the Chief Directorate Roads to ensure effective community liaison with all District and Local Municipalities in the Free State province.

This unit will meet on a monthly basis to consider, discuss and resolve progress, relevant community matter, welfare of workers, expenditure, requirements of the Contractor, quality of workmanship and any other matters that relate to the project.

A Community Liaison Officer will be nominated by each of the five District Municipalities the community. They will be responsible for keeping the respective communities informed of progress of the project and conversely keeping the Contractor informed of relevant community affairs and grievances and managing and coordinating the recruitment of labour from the community.

C3.1.13 INFORMATION IN RESPECT OF PLANT

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Contractual Plant kept on Site, full particulars given for each day of the month. Distinction shall be made between Plant in working order and Plant out of order. Such inventory shall be submitted by the Fifth day of the month following the month to be reported.

C3.1.14 INFORMATION IN RESPECT OF EMPLOYEES

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the numbers of categorised classes of labour employed (own and local labour) each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the fifth day of the month following the month to be reported.

A pro-forma for reporting shall be provided by the Employer after commencement of the project.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS

Part C3.2. Specification for the Work

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

C3.2 Specification for the Work

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 clause or a new payment item which does not form part of a 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.

All materials shall comply with the specifications as set out in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities.

Contractor
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Witness 1

Witness 2

Employer
--

Witness 1

Witness 2

C3.2 Specification for the Work

SERIES 1000: GENERAL

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Add the following as a continuation of the first paragraph:

“In drawing up the programme the contractor shall make allowance for the following:

- (i) All special non-working days defined in C1.2.2.2: Compulsory Date; 5.8.1 Contract Data.
- (ii) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- (iii) The following embargo hours and days:
 - School Holidays:
 - From 12h00 on the day of the closure for the holiday until 07h00 on the following day.
 - From 12h00 on the day preceding the opening of schools until 07:00 on the day of the opening.
 - Long weekends and public holidays
 - From 12h00 on the day preceding the commencement of the long weekend or public holiday until 07h00 on the day following the long weekend or public holiday.
- (iv) The following restricted working conditions: None

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form D5: Schedule of estimated monthly expenditure. The contractor shall not merely copy this example, which is provided to illustrate that the required work can be realistically programmed within the contract period at the estimated cost. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender.”

(b) Programme of work for rehabilitation work

Insert the following after the first sentence of the second paragraph:

“The programme shall include the following details:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- i) A work breakdown structure that identifies all major activities.
- ii) Scheduled start and end dates for each activity.
- iii) Linkages between activities that clearly identify sequence, floats and critical path.
- iv) Intended working hours and resource allocations (plant and labour).
- v) Monthly cash flow projections.
- vi) Key dates in respect of information required or due delivery."

Add the following sub-clause:

"(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the demand."

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.

No construction activities shall take place on site before the engineer approves the quality plan".

Delete the second, third, fourth and fifth paragraphs and replace with the following:

"The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Replace "clause 14" in the first paragraph with "clause 4.7"

Add the following at the end of the fourth paragraph:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“Road Markings, particularly the divergent/convergent lines of ramp interchanges and no overtaking barriers are also elements of the road that require proper setting out. The contractor shall prove to the engineer that critical reference points have been satisfactorily recorded for later reinstallation before any work commences that will obliterate the existing markings.”

Delete “and of clause 14 of the general conditions of contract” in the sixth paragraph.

Add the following paragraph:

“The contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the engineer shall be the contractor’s responsibility and included in the tender rates”.

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Remove this part of the sentence from the first paragraph

“... or as approved advertisements for the contractor’s establishment.”

Delete the third paragraph and replace with the following:

“All signboards erected in accordance with the drawings shall be removed at the same time as the disestablishment of the contractor’s camp. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed.

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

“VAT shall be excluded from the rates.”

(e) Materials on the site

Delete the entire sub-clause (e) Materials on the site
Add the following sub-clauses:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“(g) Work in confined areas

Except where provided for in the specification **AND** the Pricing schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.”

(h) Rates to remain unchanged when scope of work changes

Dependent on the rates and prices offered in the Pricing Schedule, the employer intends to increase or reduce the scope of work to match the budget allowed for this project. To this end the contractor has been provided the opportunity to price separately for unit rates of work and the establishment of major plant. The value of such increase or reduction in the scope of works shall not give cause for the contractor to vary the offered rates and prices, which shall remain final and binding for the duration of the contract, provided that:

- (i) Notification of the change to the scope of work is given in writing within 28 days of the tender closing date.
- (ii) The value of the increase or reduction in the scope of work does not alter the tendered sum by more than 20%.”

B1214 CONTRACTOR’S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Under sub-clause (e) replace the opening paragraph with:

“Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer’s offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:”

B1215 EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER

Change the existing heading of clause 1215 to read as above and wherever the expression ‘abnormal rainfall’ or ‘rainy weather’ is encountered replace it with ‘inclement weather’.

In the 1st line of the 1st paragraph change ‘clause 45’ to read ‘sub-clause 5.12.2.2

Make the following changes to Method (ii) (Critical-path method):

In line six of the second paragraph delete ‘five-day working week’ and replace with ‘six-day working week’, and:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following final paragraphs:

“Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The ‘n’ value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1.

Table B1215/1: Average delays due to inclement weather:

Month	Jan*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	Total
‘n’ delays (rain)	3(2)	4	4	3	3	2	2	2	3	4	4	3(2)	37(35)
‘n’ delays (other)	0	0	0	0	0	2	2	2	2	0	0	0	8

* The figures shown in brackets are the ‘n’ days of rain expected in December/January but reduced to take account of the standard construction break over the Christmas/New Year period

The number of rain-related delays is the average number of days on which rain has been measured by the weather stations in the Free State. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site.

Actual delays due to inclement weather shall be agreed between the engineer’s and contractor’s representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings and provisionally approved by the Engineer. Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will only accrue once the agreed cumulative delays exceed [37+8=45(43)] days per annum. (The figure in brackets is the agreed cumulative days applicable should the standard construction break over the Christmas/New Year period be utilized by the contractor).

If approved extensions of time extend the completion date beyond the start of the contractor’s holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B1224 THE HANDING OVER OF THE ROAD RESERVE

Add the following paragraph:

“The road reserve within the defined limits of the contract falls within the limits of another contract that has already been let to a routine maintenance contractor who is obliged to conduct regular maintenance on the route on which this contract is sited. The contractor’s responsibility for maintenance shall be restricted to the surfaced road widths within the limits of this contract, including the surfaced road widths of interchange ramps and overpasses. The contractor shall recover his costs for the execution of maintenance works through the rates offered. The Routine Road Maintenance Contractor’s details are as follows:

(To be issued by the respective Area Engineer upon commencement of the Contract)

The contractor shall avoid conflict with a routine maintenance contractor by arranging a period of grace immediately after the hand-over of the site to allow sufficient time to muster his resources required for routine maintenance of the road. But, the grace period may not extend beyond the contractual starting time defined in sub-clause 8.1 of the General Conditions of Contract as amended by Particular Conditions and C1.2.2 Contract Data.”

B1230 MATERIALS

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

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

Where materials are specified under trade names tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected”.

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

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be new and previously unused.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

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 engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications”.

B1233 PROVISION FOR PREPARATION OF MONTHLY REPORTS AS REQUIRED BY THE ENGINEER

The contractor shall be responsible for compiling monthly reports required by the Engineer with respect to his compliance with certain aspects of the Contract which shall include, but not limited to:

Provision and monthly updating of the approved working programme

- Reporting on the compliance with the CDP and Local Labour targets.
- Reporting on the compliance with OHS regulations
- Reporting on compliance with the Environmental Management Plan
- Report and information relating to the Contractor’s Quality Control and Process Control
- Should the Contractor fail to provide the Engineer with any of the requested information within the time agreed to with the Engineer, the Contractor shall be liable for a penalty as stipulated in the Contract Data.”

SECTION B1300: CONTRACTOR’S ESTABLISHMENT ON SITE AND GENERAL OBLIGATION

B1302 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities

Add the following after the first paragraph of sub clauses 1302(a) of the clause:

“No specific land has been made available for the camp and offices and the contractor shall make his own arrangements concerning a suitable site and location, as well as the provision of water, electricity and other services for the campsite.”

(c) Legal and Contractual Requirements and responsibilities to the public

Add the following as a second paragraph

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“There has been recent legislation promulgated by Government that improve mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

- i) Section C3.3 of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor’s construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant environmental legislation. The contractor shall include such costs in the existing payment items under section B1303 Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.
- ii) Section C3.4 of the Scope of Works contains the specification that regulates the contractor’s construction methods so far as to ensure health and safety of his employees and of the public. New pay item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process.”
- iii) Provisions are made for compliance with Government’s initiatives towards black economic empowerment. Non-compliance with the provisions of this will lead to the imposition of penalties. The criteria of the penalties are as follows:

a) Participation - Targeted Labour (From Returnable Schedules - Form C2):

In the event that the Tenderer fails to substantiate that any failure to achieve the minimum percentage relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

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

Where:

- D = tendered local labour percentage
- D_o = the Contract Participation Goal which the Employer’s representative based on the credits passed, certifies as being achieved upon completion of the contract
- N_A = Net Amount (Actual contract expenditure, excluding VAT)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

P = Rand value of penalty payable

b) Contract Participation Goal (CPG) (From Returnable Schedules - Form C2):

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

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

Where:

- D = tendered Contract Participation Goal percentage
D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract
N_A = Net Amount (Actual contract expenditure, excluding VAT)
P = Rand value of penalty payable

- iv) Section C3.3 of the Scope of Works contains the specification that regulates the contractor's construction methods so far as to ensure the health and safety of his employees and that of the public. A new pay item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process. Note that non-compliance with the provisions of this section may lead to the imposition of penalties of **R10 000,00** per occurrence.
- v) Section C3.3 of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. A new payment item has been made available under this section for the contractor to allow for his compliance with relevant environmental legislation during the construction process. Note that non-compliance with the provisions of this section may lead to the imposition of penalties of **R10 000,00** per occurrence.
The penalty amounts will be cumulative and be deducted from the monthly payment certificates.

The imposition of penalties does not relieve the contractor from any of his obligations under this section."

Add the following new clause:

"d) Contractor's ablution facilities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- *Add the following at the end of this pay item:*

- (i) Account shall be taken of all time related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 23 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month".

- *Add the following to this clause:*

Should the combined total tendered for sub items (a), (b) and (c) exceed 15 % of the tender sum (excluding VAT) the tenderer shall state his reason in writing for tendering in this manner in the Returnable Schedules, refer to BD11."

B1402 OFFICES AND LABORATORIES

Add the following to the bottom of the first paragraph:

“A separate boardroom will also be provided by the contractor of at least 24m² and shall be equipped as such with a desk suitable for 15 (fifteen) persons including chairs. The boardroom should comply with the requirements of 1402 (b). A whiteboard of at least 1.3m² shall also be provided and fixed securely to the wall.

Witness 2

It is a requirement of the contract that all offices and laboratories be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant tendered rates for provision of the specified building.”

b) Offices

Delete the following:

“(xvii)” No fax apparatus will be required.

Add the following:

“(xviii) Steel plan cabinets shall be able to accommodate 30 x A1 size drawings hanging vertically from approved holders.

(xix) An electric refrigerator of at least 200 litre capacity.

(xx) The contractor is to supply an approved plastic rain gauge that shall be securely mounted to a pole where indicated by the engineer.”

h) Communication system

Add the following to the bottom of the clause:

“The two-way communication system to be utilised on this project will be by means of cellphones.

The contractor will reimburse the engineer on a monthly basis the amount indicated in the Bill of Quantities for the costs associated with the usage of cellphones.”

Add the following new clause:

“(i) Computer consumables

The contractor shall provide a computer as specified by the engineer. A Provisional Sum has been allowed in the Bill of Quantities for the provision of these consumables.”

B1403 HOUSING

d) Accommodation for labourers

Delete the entire clause and replace with the following:

“The engineer will make his own arrangements for the accommodation of labourers employed by the engineer.

The contractor will reimburse the engineer on a monthly basis the amount indicated in the Bill of Quantities for the costs associated with the accommodation of the labourers.”

B1405 GENERAL

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Add the following new clause:

“(g) Transportation for engineer’s labourers

The labourers employed by the engineer will utilise their own transport to-and-from as well as on site.

The contractor will reimburse the engineer on a monthly basis the amount indicated in the Bill of Quantities for the costs associated with the transportation of the labourers.”

B1406 MEASUREMENT AND PAYMENT

ITEM

UNIT

Add the following new pay items:

“B14.01(g) Board Room number (No)

B14.03(a)(xix)Steel cabinet for A1 drawings number (No)

B14.03(a)(xx)Rain Gauge number (No)

B14.11 Engineer’s telephone charges

B14.11(a) Engineer’s telephone costs month

B14.11(b) Contractor’s handling cost and profit in respect of 14.11(a). (%)

B14.12 Electronic equipment for the Engineer

B14.12(a) Computer Consumables Prov Sum

B14.12(b) Contractor’s handling cost and profit in respect of 14.12(a). (%)

B14.13 Engineer’s accommodation charges

B14.13(a) Accommodation for Engineer’s labourers Prime Cost Sum

B14.13(b) Contractor’s handling cost and profit in respect of 14.13(a). (%)

B14.14 Engineer’s transportation charges

B14.14(a) Transportation for Engineer’s labourers Prime Cost Sum

B14.14(b) Contractor’s handling cost and profit in respect of 14.14(a). (%)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B1500: ACCOMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers – Tel: (012) 334 4508 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

(f) Approval of temporary deviations

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

(i) Traffic Safety Officer

Add the following to the end of the second paragraph:

"The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer. "

Insert the following as the opening phrase to subsub-clause (i)

"make himself available to discuss road safety and traffic accommodation matters whenever required by the engineer and shall be responsible..."

Delete subsub-clauses (ii) and (iii) and replace with the following"

"(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted Milling feature. The position of each shall be

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

Add the following subsub-clauses:

- "(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal during all contractual working hours, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 150 mm high, and the sign shall be mounted on the vehicle at least 1,5 m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100 W. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

Add the following sub-clauses:

"(j) Crossing the median

No vehicle or item of equipment shall be allowed to cross the median under any circumstances.

(k) Site Personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A fixed penalty of **R5 000,00** per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of **R500, 00** per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and Millings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

(a) Traffic control devices

Add the following at the end of the last paragraph:

"At each traffic control point, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs and a portable chemical toilet that shall be regularly maintained, shall be provided. Each control point shall have a generator and a 2x400w metal halide floodlight mounted onto a 9m winched fiberglass pole bolted to a 1,5m buried galvanized stem to light up the traffic control point at night time."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(b) Road signs and barricades

Add the following:

“The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10.”

(c) Channelisation devices and barricades

Add the following:

“The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub clause 1503(d).

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(e) Warning devices

Add the following:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are maneuvering in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles. The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

Add the following sub clauses:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“(g) Other traffic control measures ordered by the engineer

“The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.”

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

Add the following:

“Work on any carriageway shall be restricted to certain specified order, lengths and widths.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Unless specifically approved by the Engineer for work undertaken at night, all traffic-control facilities shall be removed from the carriageway each night and the public traffic be allowed the use of the full width of the travelled way. The barricaded length shall be sufficient to cover the work area scheduled for that day, but never longer than 4 km in any event. Deviations should be done in such a manner so as to ensure that acceptable (to the Engineer) traffic flow is maintained at all times.

Each passing section between any one of these working areas shall not be shorter than 4 km between diversions (tapers), which distance may be increased by the engineer. No work shall be carried out between consecutive working areas, or next to, or opposite any deviation (including on the adjacent carriageway if applicable)."

B1518 PROVISION FOR TRUCK MOUNTED ATTENUATOR (TMA)

The Employer requires the contractor to provide for full time usage on this contract a hydraulically operated Truck Mounted Attenuator (TMA), compliant with US specification NCHRP350, with a variable electronic message board, for impact protection of the work area, which conforms to the specification of the Engineer. The supply and installation of the TMA on a suitable vehicle supplied by the contractor, shall be a rigid heavy vehicle of 7 ton gross vehicle mass with high visibility signage as specified.

B1517 MEASUREMENT AND PAYMENT

ITEM	UNIT
<i>Delete item 15.01 and replace with the following:</i>	
"B15.01 Accommodation of traffic and maintenance of temporary deviations as per drawing no: 10 - TEMPORARY ROAD SIGNS - ACCOMODATION OF TRAFFIC.	km

The unit of measurement shall be in kilometre, measured over the full extent of the contract.

The tendered rate shall include full compensation to comply with the approved Accommodation of Traffic Method Statement, for the complying with all legal requirements, all general requirements and all incidental items of costs, which are required under the provisions of Section 1500 and as amended.

The rate tendered shall include the provision of a Traffic Safety Officer, his staff, transport, two-way radio unit or cellular phone and vehicle/equipment necessary to comply with all his duties according to Section 1500 and as amended, including the daily maintenance/repair of temporary traffic accommodation signage.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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The rate tendered shall also include the provision of flag persons for the control of traffic during normal construction activities.

The rate shall also include full compensation for the operation, moving and maintenance of Temporary Traffic Control Facilities, portable shelters and toilets at the points of traffic control, traffic signals and flashing lights.

Payment will be subjected to the regular submitting of satisfactory reports by the Traffic Safety Officer, as specified in Section 1500 and as amended, to the engineer.

The tendered rate shall include full compensation to provide equipment for the construction areas, each control point shall have a generator and 3/2x400W metal halide floodlights mounted onto 5,0m poles to light up the traffic control point at night time complete with all electrical wiring.

The first pole must be placed 10m from the control point and the other poles placed 20m apart, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs, a large waste disposal container and a portable chemical toilet shall be provided, and the necessary personnel (operators and flag persons) approved by the engineer to operate these traffic signals 24 hours a day, 7 days a week, including two way communication devices.”

B15.03 Temporary traffic control facilities

Add the following as a header to the clause:

“The contractor should take note that on this contract item 15.03 in its entirety is for the exclusive use of the engineer and the contractor may only implement items indicated in this clause on receiving such written instruction from the engineer. The contractor will have no basis for any claim for any of the items in this clause if such items were not specifically instructed by the engineer.”

Add the following new items:

"(n)	Provision of sets of high visibility safety jackets, safety boots, and safety hats"	number (No)
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B15.10	Accommodation of traffic where the road is constructed in half-widths, robot controlled, as per drawing no: 9 - TEMPORARY CONSTRUCTION ROAD SIGNS"	km
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Add the following to the clause:

The unit of measurement shall be in kilometer, measured over the full extent of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The tendered rate shall include full compensation to comply with the approved Accommodation of Traffic Method Statement, for the complying with all legal requirements, all general requirements and all incidental items of costs, which are required under the provisions of Section 1500 and as amended.

The rate tendered shall include the provision of a Traffic Safety Officer, his staff, transport, two-way radio unit or cellular phone and vehicle/equipment necessary to comply with all his duties according to Section 1500 and as amended, including the daily maintenance/repair of temporary traffic accommodation signage.

The rate tendered shall also include the provision of flag persons for the control of traffic during normal construction activities.

The rate shall also include full compensation for the operation, moving and maintenance of Temporary Traffic Control Facilities, portable shelters and toilets at the points of traffic control, traffic signals and flashing lights.

Payment will be subjected to the regular submitting of satisfactory reports by the Traffic Safety Officer, as specified in Section 1500 and as amended, to the engineer.

The tendered rate shall include full compensation to provide equipment for the construction areas, each control point shall have a generator and 3/2x400W metal halide floodlights mounted onto 5,0m poles to light up the traffic control point at night time complete with all electrical wiring.

The first pole must be placed 10m from the control point and the other poles placed 20m apart, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs, a large waste disposal container and a portable chemical toilet shall be provided, and the necessary personnel (operators and flag persons) approved by the engineer to operate these traffic signals 24 hours a day, 7 days a week, including two way communication devices."

Add the following:

"All payments for the accommodation of traffic while busy with painting or re-painting roads must be included in the respective tariffs. No extra payment for accommodation of traffic will be made The contractor will be held responsible for all site safety and must take all necessary steps to ensure his own worker's and the public's safety while painting the Millings"

Add the following section to Series 1000: General of the Standard Specifications:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“SECTION B1800: DAYWORK SCHEDULE

B1801 SCOPE

This section covers the listing of daywork items in accordance with the General Conditions of Contract, for the use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken or paid unless written authorization has been obtained from the engineer and the work has been expressly instructed to be executed in accordance with the GCC.

The contractor shall keep and submit records of the work performed in accordance with the requirements of the GCC.

B1803 MEASUREMENT AND PAYMENT

ITEM	UNIT
B18.01 Personnel during normal working hours	
(i) Unskilled labour	hour (h)
(ii) Semi-skilled labour	hour (h)
(iii) Skilled labour	hour (h)
(iv) Ganger	hour (h)
(v) Foreman	hour (h)
B18.02 Personnel outside normal working hours	
(a) Outside normal working hours and Saturdays:	
(i) Unskilled labour	hour (h)
(ii) Semi-skilled labour	hour (h)
(iii) Skilled labour	hour (h)
(iv) Ganger	hour (h)
(v) Foreman	hour (h)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ## B18.03 Equipment

- Note: The Tenderer must provide details of plant that has been allowed for under the tendered items in the Bill of Quantities.

(a)	Procurement of materials	Prime Cost Sum
(b)	Contractor's handling cost and profit in respect of 18.04(a).	(%)

Part C3.2

Specification for the Work

B18.05 Transport

- (a) Flatbed truck (8t) kilometre (km)
- (b) Minibus/bus for use during site inspections day

The unit of measurement for items B18.01, B18.02 and B18.03 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Bill of Quantities. Prior to the commencement of any work by the personnel described under items B18.01 and B18.02, the contractor must obtain written consent from the engineer regarding their classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel. The time cost of the foreman and supervisors will not be included for payment, these rates are deemed to be included in the relevant sections in 1300.

The tendered rates for plant for Item B18.03 shall be deemed to include all costs for plant operators, consumable stores, fuel maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed. Failure on the part of the contractor to state in the Bill of Quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the engineer shall have the right to call upon the contractor to supply any such plant to the site and perform the work as directed by him at the particular tendered rate.

Before ordering any material, the contractor shall submit quotations to the engineer for his approval, and shall submit such receipts or vouchers to the engineer as may be necessary for proving the amount claimed. The unit of measurement for item B18.04(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of Contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for. The percentage tendered for item B18.04(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under item B18.04(a) and shall be in full and final compensation in respect of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 (a) and (b) shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling must be approved by the engineer. The tendered rate for item B18.05 (a) and (b) shall include full compensation for the cost of the vehicle including fuel, driver, maintenance, depreciation and running costs. The tendered rate for item B18.05 (c) shall include full compensation for the provision of a 10-seater minibus/bus to convey representatives attending site meetings. It shall also include full compensation for the driver and cost of the vehicle including fuel, maintenance, depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

B18.06 Expansion joints

B18.06(a)	Prime cost sum allowed for purchasing, taking delivery and installation of expansion joints	Prime Cost Sum
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B18.06(b)	Handling cost and profit in respect of sub-item 18.06(a).	(%)
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Item B18.06 will be utilised for the investigation and repair of bridge expansion joints as and when instructed by the engineer. The contractor is to submit a method statement as to how he intends to repair the joint to the engineer for approval before ordering of any material or commencement with the repairs. Approval of the method statement by the engineer does not relieve the contractor from any of his obligations under the contract. The joint is to be repaired to the satisfaction of the engineer."

SERIES 2000: DRAINAGE

SECTION B2100: DRAINS

B2104 SUBSOIL DRAINAGE

(c) Test flushing

Add the following to the bottom of the clause:

"The contractor is to include in his tendered rates for the flush testing of the subsoil drains. Item 21.17 will not be paid in this contract."

B2105 CLASSIFICATION OF MATERIALS

Delete the content of the clause and replace with:

"All excavations for open drains and subsoil drainage systems shall be classified as follows for payment purposes:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Excavation will be classified either as “Soft” or “Hard” excavation. All excavation that can be achieved using labour, excavator, TLB or similar plant, irrespective of size, will be classified as “Soft” excavation. Where it is necessary to employ pneumatic hammer excavation, either by means of hand pneumatic hammers or mounted on an excavator, blasting or other means and after approval by the engineer, that excavation will be classified as “Hard” excavation.

Except where provided for in the specification and the Pricing schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas and overbreak caused by breaking or excavating of any material. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.”

B2107 MEASUREMENT AND PAYMENT

ITEM	UNIT
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B21.01 Excavation for open drains

Add the following to the bottom of the payment clause:

“The tendered rates shall also include full compensation for finishing-off and compaction of the open drains as specified.”

SERIES 2000: DRAINAGE

SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS

B2307 MEASUREMENT AND PAYMENT

ITEM	UNIT
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Add the following new pay item:

“B23.16 Demolition of existing concrete drains	cubic meter (m³)
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The unit of measurement shall be the cubic metre of concrete drains demolished and removed.

The tendered rates shall include full compensation for all demolition and for loading, transporting and disposing of the products of demolition, including all haul.

Payment shall not distinguish between plain or reinforced concrete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The tendered rates shall also include full compensation for cutting of the concrete drains where instructed by the engineer.”
Add the following new pay item:

**“B23.17 Concrete edge beam (300mm x 200mm,
Class 30/19 concrete, U2 surface finish) meter (m)**

The unit of measurement shall be the metre of concrete edge beam complete as constructed, measured along the front face of the edge beam.

The tendered rate for each metre of concrete edge beam shall include full compensation for the necessary excavation and preparation of bedding, cutting of road surface, backfilling, formwork, finishing and for procuring, furnishing and installing all materials, protecting against staining, provision of joints, all complete as specified.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3401 SCOPE

Add the following:

This section also covers the reconstruction of existing pavement layers, with or without the addition of stabilizing agents. These sections to be reconstructed vary in length and occur at random on the entire length of road.

B3402 MATERIALS

(a) General

Add the following at the bottom of the paragraph:

“The existing material in the respective various layers shall be in situ reworked and compacted. Where there is a deficiency or the material does not comply with specifications, suitable material shall be added, and/or stabilizing with appropriate stabilizing agents shall be done. The material shall comply with the requirements as specified.”

B3403 CONSTRUCTION

(a) Placing and compacting

Add the following at the bottom of the first paragraph:

“Special attention shall be given to the compaction on the edges of the repaired sections of the layers. Equipment suitable to compact the layers of the repaired sections right up to the edges, shall be used. Additional density tests shall be taken near the edges of the sections.”

Add the following clauses:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“(f) In situ milling and mixing

Where a mixture of existing asphalt/seal, existing in situ gravel pavement material and imported gravel (crushed or natural gravel) is specified for certain layers, these layers shall be constructed by in situ mixing of the respective types of materials, including mixing in of the stabilizing agent and water, if applicable.

The asphalt/seal should however be milled prior to the placing and mixing in or imported gravel.

If it is found that the contractor cannot achieve a homogeneous mix in the whole of the layer of the different materials and admixtures, the material shall also be mixed in a lateral direction, using a suitable grader. The cost of this operation has to be included in the rate for the construction of the layer.

If a milling machine or recycler is used, it shall be suitable to break down the existing asphalt/seal layer as well as any coarse material to the required maximum size for the specific layer. It shall also be suitable for the efficient mixing of the materials to the required specification.

“(g) Reparation or improvement of existing layers

During reconstruction of an existing layers, where the underlying layers are not acceptable for whatever reason, or these layers have been damaged by the removal of layers on top of it, the contractor shall repair or improve it to the required density, level tolerances and surface finishing.”

B3407 MEASUREMENT AND PAYMENT

ITEM

UNIT

Add the following “Note”:

“Excavation will be classified either as “Soft” or “Hard” excavation. All excavation that can be achieved using labour, excavator, TLB or similar plant, irrespective of size, will be classified as “Soft” excavation. Where it is necessary to employ pneumatic hammer excavation, either by means of hand pneumatic hammers or mounted on an excavator, blasting or other means and after approval by the engineer, that excavation will be classified as “Hard” excavation.

Except where provided for in the specification and the Pricing schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas and overbreak caused by breaking or excavating of any material. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.”

B34.14 Extra over item B34.04 for adding extra material as specified in 3207(b) (iii) from commercial sources

B34.14(c) Gravel base (G2) cubic meter (m³)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B34.14(e) Gravel shoulder wearing course (G6) cubic meter (m³)

Add the following:

“The unit of measurement shall include for the procuring and delivering of the material from the commercial source to the point of use or site office. Importation of such material from commercial sources may commence after an instruction from the engineer.”

Add the following pay item:

“B34.15 Pre-milling and breaking up of the existing base to a depth of maximum 150mm. cubic meter (m³)

The unit of measurement will be the cubic metre of pre-milled and pre-shaped base material to new levels on instruction of the engineer. The volume shall be as per the instruction of the engineer and as per the cross-sectional properties of the area.”

SECTION 3500: STABILIZATION

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add the following:

“No stabilization shall be carried out when the ambient temperature is 9°C and decreasing, or below 2°C when increasing.

The surface temperature of a compacted, stabilized layer shall not be allowed to decrease to below 1 °C during the first three days after stabilization. The contractor is responsible to take the necessary precautions in this regard, especially not to stabilize if such low temperatures are envisaged.

All stabilized layers damaged by frost or ice shall be removed and replaced at the contractor’s own cost. The contractor shall allow for these requirements in his construction programme. No claims in this regard will be considered.

The stabilizing agent shall only be supplied in bags and not in bulk.”

Add the following new clause:

“(j) Trial Sections

Notwithstanding any part of these Specifications for every type of material, the contractor shall prepare a successful trial section to the prescribed width of the pavement layer and 100m long on which he shall demonstrate his

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

proposed mixing operations before any large scale mixing is commenced. The work shall be paid for under item PS35.14.

Only when such a trial section has been satisfactorily laid and finished, and complies with the specified requirements, will the contractor be allowed to commence with construction of the permanent work.

If the contractor should make any alterations in the methods, processes, equipment or materials used, or if he is unable to comply consistently with the specifications, the engineer may require that further trial sections be laid before allowing the contractor to continue with the permanent work.

The trial sections shall be laid where indicated by the engineer. The contractor shall prepare the surface on which to lay the trial section and shall also, if required, remove the trial section after completion and restore the surfaces on which it was constructed. Provisions are made for payment under item PS35.14 for the first trial section of any particular mix type, over the full lane width but subsequent trial sections with the same mix shall be at the contractor's own cost.

The engineer's agreement to a mixing process shall not relieve the contractor of any of his obligations with regard to mixing as specified elsewhere in these specifications. It shall serve solely as a guide that the specified requirements of mixing can be achieved."

B3510 MEASUREMENT AND PAYMENT

ITEM	UNIT
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Add the following pay item:

"B35.13 Trial section

(a) 150mm Base layer (Chemically stabilized)	cubic meter (m ³)
(b) 150mm Base layer (Bituminous stabilized)	cubic meter (m ³)

The unit of measurement for the trial section shall be the cubic metre of stabilization constructed as ordered by the engineer. Not more than a total length of 100m of each trial section will be measured for payment."

SECTION 4400: DOUBLE SEALS

B4405 MEASUREMENT AND PAYMENT

ITEM	UNIT
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Delete item 44.05 and replace with the following:

"B44.05 Precoating the aggregate at a rate of 14litre/m³ using petrosote or similar precoating fluid

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(a) Precoating Aggregate cubic metre (m³)

The unit of measurement for the precoating of aggregate shall be the cubic metre of aggregate so treated measured in hauling vehicles or in stockpile.

The tendered rate shall include full compensation for the equipment and materials and precoating the aggregate as specified, including the handling. Stockpiling and protecting of the stockpiles against inclement weather.

SECTION 4800: TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS

B4807 MEASUREMENT AND PAYMENT

ITEM	UNIT
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Add the following new pay item:

**“B48.14 Treatment with MSP2 (rejuvenator):
(0.55l/m² nom. rate)**

(e) MSP2	litre (l)
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The tendered rate should include the rolling of the areas to which the rejuvenator was applied with a 27t pneumatic roller until the cracks has closed down and to the satisfaction of the engineer. Rolling is to commence once the area has dried sufficiently and after instruction of the engineer.

Tenderer to Note:

“TARIFFS MUST BE ALL-INCLUSIVE”

“The Contractor must accept the payment provided for in the contract and which is represented by the tariffs in his tender, as full payment for the execution and completion of the work as specified; for obtaining, supplying, placement and installation of all materials; for obtaining and supplying labour, supervision, machinery, tools and construction equipment; for surplus material, transport, on and off loading, handling, maintenance, temporary work, tests, quality control including necessary to complete the work and maintaining it during the maintenance period, all in accordance with the specifications”.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)
FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS

Part C3.3. Environmental Management Requirements

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 Environmental Management Requirements

C3.3.1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

Interpretations and variations of this Specification are set out in the Specification Data.

C3.3.2 NORMATIVE REFERENCES

C3.3.2.1 Supporting specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Specification Data;
- b) SANS 1200 Series of Standardized Specifications;
- c) SANS 1200 A or SANS 1200 AA, as applicable;
- d) Specification OHS;
- e) Occupational health and safety Construction Regulations, 2014.

C3.3.3 DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in C3.3.2.1 and the following definitions shall apply:

- OHS: Occupational Health and Safety.
- Construction Regulations: Construction Regulations, 2014 of the OHS Act (Act No. 85 of 1993).

C3.3.3.1 Environment

The surroundings within which humans exist and that are made up of:

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3.3.2 Potentially hazardous substances

A substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment

C3.3.4 REQUIREMENTS

C3.3.4.1 Materials

C3.3.4.1.1 Bitumen

The Contractor shall implement appropriate management measures to prevent spillage of bitumen and/or bitumen products, e.g. binders to the surrounding environment and water resources. Bitumen and/or bitumen products shall be stored in suitable closed containers in a designated and secured area approved by the Engineer. The storage area shall have an impermeable layer and be bunded with a capacity to contain a minimum of 110% of the total volume of bitumen stored.

Unused or rejected bitumen shall be returned to the supplier. The spoiling of bituminous products on site, over embankments, in borrow pits or any burying will be strictly prohibited. Any spillage of bituminous products shall be cleaned immediately and the affected area shall be reinstated. Material contaminated with bitumen or bitumen products shall be disposed of at an approved landfill site for hazardous waste or collected by a registered hazardous waste removal company. The Contractor shall supply the Engineer with a certificate of disposal or collection of any hazardous waste.

C3.3.4.2 Plant

C3.3.4.2.1 Ablution facilities

Adequate temporary ablution facilities shall be provided for the workforce. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

C3.3.4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

C3.3.4.2.3 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Engineer's approval is required prior to the discharge of contaminated water to the Municipal sewer system.

C3.3.4.2.4 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbour's and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

C3.3.4.2.5 Noise control

The applicable regulations framed under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the provisions of SANS 1200 A Sub-clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, pen-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A)Leq 60 above residual background sound levels. Similarly in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A)Leq 60 and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Engineer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

C3.3.4.2.6 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

C3.3.4.2.7 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Specification Data, fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowzers. The tanks or bowzers shall be situated on a smooth impermeable surface (concrete or 250 pm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks! bowzers. The bunded area shall be covered to protect it from rain. Provision shall be made for refueling at the fuel storage area, by protecting the soil with 250 pm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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minimum of 200l of hydrocarbon liquid spill. The Contractor shall obtain the Engineer's prior approval for any refuelling or maintenance activities.

C3.3.4.2.8 Workshop, equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 pm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Dip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low subsiding-type detergents.

C3.3.4.2.9 Dust

Not applicable

C3.3.4.3 Methods and procedures

C3.3.4.3.1 Method Statements

Any Method Statement required by this Specification, the Specification Data or the Engineer shall be produced within such reasonable time as is required by this Specification, the Specification Data or the Engineer. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

Method Statements in respect of environment management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.
- 3) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 4) Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
- 5) Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
- 6) Location of proposed site access routes and proposed traffic safety measures.
- 7) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
- 8) Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.
- 9) Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
- 10) Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

C3.3.4.3.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

as required by the Specification Data, and ensure that the specified employees attend the course.

No more than 20 people shall attend each course and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site.

The environmental awareness training course shall be held in the morning during normal working hours. Any new employees coming on to site after the initial training course and the Contractor's suppliers and subcontractors shall also attend the course. Provision should also be made for quarterly refreshers courses to be undertaken during the course of the Contract. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

C3.3.4.3.3 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters will be supplied by the Engineer and shall be erected at a location specified by the Engineer.

C3.3.4.3.4 Site clearance

Not applicable

C3.3.4.3.5 Site division

The Engineer shall be advised of the area that the Contractor intends using for his site establishment. The Contractor's camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Engineer.

The Contractor shall inform the Engineer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbours.

C3.3.4.3.6 Site demarcation

If required by the Specification Data, the Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3.4.3.7 "No go" areas

If so required by the Specification Data, certain areas shall be considered to be "no go" areas. The Contractor shall ensure that insofar as he has the authority, no unauthorised entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of construction and ensure that the danger tape does not become dislodged.

C3.3.4.3.8 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

C3.3.4.3.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

C3.3.4.3.10 Protection of archaeological and palaeontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All construction within the vicinity of the discovery shall cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of construction in writing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Engineer will contact the relevant heritage authority.

C3.3.4.3.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilise existing roads or tracks. Entry/exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

C3.3.4.3.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Engineer. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 pm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented

Empty cement bags shall be stored in weatherproof containers to prevent wind-blown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers shall be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall take all reasonable measures to prevent the spillage of cement concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "readymix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "readymix" delivery shall be immediately cleared and disposed of via the solid waste management system.

C3.3.4.3.13 Earthworks

Where material for construction will be required, the Contractor will ensure that an Environmental Authorisation has been obtained prior to entry into any quarry or borrow pit. The Contractor will ensure that Environmental Best Practices are implemented throughout the operation of any quarry or borrow pit relevant to this project. Where required, the quarries and borrow pits used during this project shall be rehabilitated by the Contractor to the satisfaction of the Engineer.

C3.3.4.3.14 Pumping

Not Applicable

C3.3.4.3.15 Bitumen

The Contractor shall provide to the Engineer a proposal prior to commencement of construction activities indicating the bitumen storage area, volume to be stored as well as the preventative measures and emergency procedures to be implemented during the contract period to prevent any spillage of bitumen and/or to mitigate any environmental impacts in the event of misuse or spillage of bitumen that might negatively affect the environment.

The Contractor shall be responsible to obtain the required Environmental Authorisation for the storage of bitumen should the volume planned for storage on site exceed the minimum thresholds for storage without an Environmental Authorisation in terms of the National Environmental Management Act (NEMA), 1998 (Act 107 of 1998) and related regulations.

C3.3.4.3.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

C3.3.4.3.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 t of hydrocarbon liquid spill.

C3.3.4.3.18 Community relations

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3.4.3.19 Erosion and sedimentation control

Not Applicable

C3.3.4.3.20 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

C3.3.4.3.21 Recreation

If so required by the Specification Data, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

C3.3.4.3.22 Access to site

Not Applicable

C3.3.4.3.23 Crane operations

Not applicable

C3.3.4.3.24 Trenching

Not Applicable

C3.3.4.3.25 Demolition

Not Applicable

C3.3.4.3.26 Drilling and jack hammering

Not Applicable

C3.3.4.3.27 Stockpiling

Not Applicable

C3.3.4.3.28 Site closure and rehabilitation

Not Applicable

C3.3.4.3.29 Temporary re-vegetation of the areas disturbed by construction.

Not Applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.4.3.30 Temporary site closure

Not Applicable

C3.3.5 COMPLIANCE WITH REQUIREMENTS AND PENALTIES

C3.3.5.1 Compliance

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a penalty as detailed below.

C3.3.5.3 Removal from site and suspension of Works

The Engineer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. This contract requires that all Plant be in good working Order, and accordingly the Engineer may order that any Plant not complying with the Specifications be removed from Site. Where the Engineer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

C3.3.6 MEASUREMENT AND PAYMENT

C3.3.6.1 Basic principles

C3.3.6.1.1 General

Except as specified below, or in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3.6.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of this Environmental Management specification will be measured and paid as a sum.

The tendered sum shall cover the cost of with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the Works as specified, described in the Bill of Quantities or shown on the Drawing(s).

C3.3.6.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (106/2021)

FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS**

Part C3.4. Occupational Health and Safety (OHS)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 Occupational Health and Safety (OHS)

C3.4.1. SCOPE

This Specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation specified in the Specification Data and standard specifications, shown on the drawings and/or billed in the Bill of Quantities. It covers temporary and permanent work.

This Specification does not replace, take precedence over nor detract from the Occupational Health and Safety Act or its Construction Regulations 2014. Nothing in this Specification shall relieve the Contractor of any obligations or responsibilities with regard to health and safety conditions and practices on site.

Interpretations and variations of this Specification are set out in the Specification Data.

C3.4.2. NORMATIVE REFERENCES

C3.4.2.1 Supporting specifications

Where this Specification is required for a project, the following specifications and/or documents shall, inter alia, form part of the Contract Document:

- a) Specification Data;
- b) SANS 1200 A or Specification 1/AT as applicable;
- c) Occupational Health and Safety Act (Act No. 85 of 1993);
- ci) Construction Regulations, 2014, and
- c) in addition to the above, one or more of the following specifications may be required:
 - i) SANS 1200 D; ii) SANS 1200 DM; iii) SANS 1200 DB

C3.4.3. DEFINITIONS AND ABBREVIATIONS

For the purpose of this Specification the definitions and abbreviations given in the applicable of the specifications listed in 2.1, the definitions given in the Construction Regulations and the following definitions and abbreviations shall apply:

- OHS: Occupational Health and Safety.
- Construction Regulations: Construction Regulations, 2014 of the OHS Act (Act No. 85 of 1993).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.4. REQUIREMENTS

C3.4.4.1. Materials

C3.4.1.1 Hazardous substances

C3.4.1.1.1 General

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Substances in pressurized containers,
- Certain cleaning substances,
- Bitumen and tar products,
- Epoxies,
- Petroleum and petroleum products,
- Cement,
- Lime and other stabilizing agents
- Timber preservatives
- Paints,
- Asbestos products.

Particular materials and substances to be used are specified in the Specifications and/or shown on the Drawings and others may be identified in the Specification Data.

C3.4.2.6 Radioactive sources

The use, care and storage of radioactive materials such as in nucleonic density testing machines shall conform to the requirements of the Hazardous Substances Act No. 15 of 1973 and its regulations. Such devices, except while being actively used by the operator, shall be safely secured.

C3.4.2.7 Other items of plant

Plant not specifically referred to above shall be inspected, operated and maintained in a manner that assures the health and safety of all persons on the site.

C3.4.3 Methods and procedures

C3.4.3.1 Method statements

The Contractor shall submit with his health and safety plan, method statements detailing the storage, transport, handling, use and disposal of each hazardous substance to be used or brought on to site,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

including copies of the Material Data Safety Sheets referred to in C4.1.1.1 above.

The methods set out in these statements shall be implemented on site. Such method statements shall be available on site.

C3.4.3.2 Storage, stacking and use

C3.4.3.2.1 General

In addition to Sub-clause 4.2 of SANS 1200 A and/or Sub-clause 3.8 of Specification T/AT, as applicable, a competent person shall be appointed in writing with the duty of supervising all storage and stacking operations. (See also Section 26 of the Construction Regulations).

Hazardous chemical substance, as defined in the Regulations for Hazardous Chemical Substances, used during construction shall be stored in secondary containers.

Flammable liquids shall be stored, used, and/or applied in a manner that would not cause a fire or explosion hazard. The Contractor shall ensure that in the vicinity of such materials:

- a) no person smokes,
- b) there is no open flame, and
- c) there is nothing that could cause an open spark. (See also Section 25 of the Construction Regulations).

The area in which materials that give off hazardous fumes are stored and/or used shall be effectively ventilated and every employee involved shall be provided with a suitable respirator, mask or breathing apparatus.

C3.4.3.2.2 Explosives

Not applicable

C3.4.3.2.3 Fuels and oils

The Contractor shall demarcate bulk fuel storage and refuelling areas and provide adequate security and control.

C3.4.3.3 Signs

The Contractor shall display warning signs, in English, Afrikaans and Xhosa and any other relevant language used by the workforce,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

indicating the presence of any hazardous substance and at all storage areas.

C3.4.3.4 Description of the Works

The Works and, if necessary, the temporary work required to construct the Works are described in the Specification Data and/or shown on the Drawings.

C3.4.3.5 Existing conditions

The conditions existing on site are described in the Specification Data and/or shown on the Drawings.

C3.4.3.6 Design information

Not Applicable

C3.4.3.7 General Obligations

In addition to Sub-clause 5.7 of SANS 1200 A and/or Sub-clauses 3.2 and 5.51 of Specification T/AT, as applicable. Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2014.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be "construction work".

In complying with the OHS Act and its Construction Regulations, the Contractor shall consider all aspects of the Works, necessary temporary work, such as traffic accommodation, and conditions existing on site, such as utility services, ground and foundation conditions, surrounding land use, pedestrian and vehicular traffic and anticipated weather conditions, and take into account the construction methods and materials to be used.

The Contractor shall take full responsibility for the prevention of unhealthy or unsafe working conditions and practices and for the promotion of a healthy and safe site and healthy and safe working practices on site.

The Contractor shall be responsible for the health and safety aspects of his subcontractors and shall have the responsibilities and carry out the duties towards his subcontractors that the Employer has towards the Contractor.

With a few exceptions, the Standard Specifications and the Specification Data are "end result specifications" and not "method

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specifications". As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in these documents. The Contractor shall apply all relevant safety regulations and requirements to the work methods he chooses and materials to be used.

The failure or refusal of the Contractor to comply with safety requirements or to take the necessary precautions for the health and safety of its employees and others on site as required by statutory authorities or as ordered by the Engineer, shall be sufficient cause for the reduction of payment of the relevant billed item and/or the suspension of payments under this Contract and/or for the Engineer to order a temporary halt of work within the affected areas until the specified or ordered requirement have been complied with to the satisfaction of the Engineer. No extension of time will be granted and any costs associated with such halt in construction or the provision of required or necessary precautions ordered by the Engineer shall be to the Contractor's expense.

C3.4.3.8 Risk assessment

Before the commencement of any construction work and where necessary during construction work, the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing. The risk assessment shall at least:

- a) identify, analyse and evaluate the risks and hazards to which persons may be exposed;
- b) include a plan of safe working procedures;
- c) include a plan for monitoring and review of the implementation of such working procedures and their effectiveness to mitigate, reduce or control the risks and hazards identified and observed during construction; and
- d) determine the need and frequency, if any, of instruction and training of employees during construction.

As far as is reasonably practicable, ergonomic-related hazards shall be addressed in the risk assessment.

The Contractor's risk assessment shall be readily accessible to all persons on the Site at all times.

C3.4.3.9 Health and safety plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his health and safety plan to be submitted in terms of the Contract Data,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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shall inter alia deal with the safety provisions he will set up in respect of the aspects specified below.

After performing the risk assessment, the Contractor shall prepare the health and safety plan for approval by the Employer. The health and safety plan shall include, but not be limited to, the following: The health and safety management structure including the names of all designated persons such as the Site Agent, the Construction (Health and) Safety Officer and all other specifically appointed persons, listing their knowledge, training experience and qualifications in the work for which they are appointed. Health and safety method statements and procedures to be adopted to mitigate, reduce or control the risks and hazards that have been identified in the risk assessment and in the Specification Data and to ensure compliance with the OHS Act. Aspects to be dealt with shall include, if applicable:

- Control of the movement of construction vehicles;
- The storage, transport, stacking use and disposal of materials (in particular explosives, flammable liquids and materials that give off hazardous fumes);
- The use of tools, vehicles and plant;
- Public vehicular and pedestrian traffic accommodation measures;
- Security, access control and the exclusion of unauthorised persons;
- Temporary support structures;
- Dealing with working at height, including fall protection;
- Excavation work including potential collapse and slipping of excavated faces;
- Demolition work;
- Workshop activities, manufacture and maintenance work.
- The formation and operation of a health and safety committee on site;
- Medical fitness assessment of drivers and operators;
- Medical facilities and arrangements on site;
- Fire and emergency procedures;
- Commissioning and testing procedures;
- Induction and training of persons on and visiting the site;
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- General housekeeping, site organisation and layouts to enhance safety;
- Other specific aspects of work such as electrical installations and machinery, tunnelling, structures and working in water environments;
- Emergency procedures (including fire precautions);
- Procedures for reporting incidents, including standard forms for this purpose;
- Provision of welfare facilities;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The programme and format of inspections;
- Arrangements for monitoring, control and auditing to ensure compliance with the health and safety plan;
- Procedures for addressing non-compliance and remedial measures;
- A periodic review of the health and safety plan.

The Contractor shall discuss the health and safety plan with the Employer or his/her appointed Agent with respect to health and safety matters or the Engineer and amend it as necessary in order to achieve approval.

The approved health and safety plan shall be implemented and maintained on the site for the duration of construction, and shall be readily accessible to all persons at all times.

C3.4.3.10 Site establishment and management

C3.4.3.10.1 Construction Safety Officer and other appointments

The Contractor shall appoint a competent employee in writing as his full-time or part-time Construction (Health and) Safety Officer in each of the five District Municipality Areas to assist in the control of all safety related aspects on the site. Where practicable, the Construction (Health and) Safety Officer shall give input into the health and safety plan. Any such input shall be recorded in the health and safety file. The Construction (Health and) Safety Officer shall carry out regular and random checks of all parts of the site where work is taking place.

The Contractor shall appoint such other competent persons to specific roles as required elsewhere in this Specification and/or the Construction Regulations in each of the five District Municipality Areas.

C3.4.3.10.2 Safety of the general public

The Contractor shall be responsible for the safe and easy passage of public traffic past and/or over sections of roads and the site of which he has occupation. The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the flow of pedestrian and vehicular traffic.

C3.4.3.10.3 Barricading etc

Openings and edges where there is a risk of a person falling through or off shall be adequately guarded, fenced or barricaded. (See also Sub-clause 5.1.1.1 of SANS 1200 D, if applicable.)

Excavations where the safety of persons may be endangered shall be adequately barricaded or fenced and shall be illuminated at night.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.3.10.4

Signage

Warning signage shall be in accordance with the South African Road Traffic Sign Manuals for the painting of Millings.

C3.4.3.10.5

Access to the site

Not Applicable

C3.4.3.10.6

Wayleaves, permissions and permits

The Contractor shall abide by the health and safety conditions imposed by any wayleaves, permissions or permits.

C3.4.3.10.7 incidents

Reporting of infringements, improvements and

The Contractor shall establish a procedure for the reporting of health and safety infringements and suggested improvements to the Construction (Health and) Safety Officer who shall record all such infringements and suggested improvements.

All incidents shall be reported strictly in accordance with the requirements of Section 24 of the OHS Act and the General Conditions of Contract.

C3.4.3.10.8

Works committee

The Contractor shall establish a health and safety works committee on site. The committee shall comprise:

- a) Construction (Health and) Safety Officers;
- b) representatives of the contractor's supervisory staff;
- c) representatives of the various categories of the Contractor's workforce elected by the workforce.

A member of the Engineer's staff, nominated by the Engineer shall be notified of meetings and shall be free to attend.

The Contractor shall ensure that no loss of pay or benefits apply to any employee elected to the committee.

The functions of the health and safety works committee shall be to, inter alia:

- a) review, consider and report on any health and safety aspect on site, including health and safety procedures and method statements with

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- the purpose of monitoring their effectiveness or shortcomings and to recommend changes where considered necessary;
- b) carry out regular inspections, review results and make recommendations where necessary;
 - c) investigate unsafe practices.

The committee shall meet at regular intervals not exceeding one month. Minutes of the meetings shall be kept by the Contractor and copied to the Engineer within 10 days of each meeting.

C3.4.3.10.9 Outbreak of illness

In the event of any outbreak of illness of a highly contagious or epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities.

C3.4.3.10.10 First aid

The Contractor shall ensure that the necessary first aid facilities and emergency evacuation equipment is available on Site whenever persons are working on site.

Each foreman or work crew member shall be trained in first aid and shall possess a valid certificate to that effect issued by the Red Cross Society of SA, St Johns Ambulance or equivalent, within 3 months of their appointment.

C3.4.3.10.11 Lighting and power circuits

All lighting and power circuits shall be fitted with earth leakage systems. Such systems shall be tested monthly and any circuit where the earth leakage system is malfunctioning shall be repaired immediately or removed and replaced with a satisfactory unit.

C3.4.3.10.12 Lightning protection equipment

In areas where lightning is considered a hazard, the Contractor shall take precautions by the use of lightning protection equipment and earthing mats, all of which shall be properly designed and installed. Metalwork and conductors shall be properly earthed.

C3.4.3.11 Training

All employees shall be trained in the tasks they are to perform and in use of the tools they are required to use.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All operators shall be trained in the use and operation of the plant they are required to operate.

Before any work commences and thereafter at such times as may be determined in the risk assessment, the Contractor shall ensure that all his employees on site are informed, instructed and trained by a competent person regarding the risks and hazards identified in the risk assessment and their related and other work procedures.

Every employee shall carry proof of his or her health and safety induction training.

C3.4.3.12 Notification of construction work

Before carrying out any work the Contractor shall issue any applicable notification in terms of Section 4(1) of the Construction Regulations.

C3.4.3.13 Health and safety documentation

The Contractor shall provide and maintain on site a health and safety file. The health and safety file shall be made available upon request. The health and safety file shall contain a copy of the completed notification form and if applicable:

- the risk assessment,
- the approved health and safety plan (including that of any subcontractors),
- a record of all drawings, designs and materials used etc.

On completion of construction the file shall be handed over to the Employer.

Where applicable, the Contractor shall maintain on site:

- a record of any input to the health and safety plan by the Construction (Health and) Safety Officer,
- a comprehensive and updated list of all subcontractors on site including a copy of their agreements and the type of work being done,
- a register of the issuing and receipt of unspent and spent cartridges,
- a register of inspection of construction vehicles and mobile plant,
- a register of excavation and shoring inspections,
- records of fitness for and training of employees working at elevated positions,
- records of structure inspections by the designer,
- a register of formwork and support work inspections,
- findings of daily inspections of construction vehicles and mobile plant,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a register of inspections of all temporary electrical installations and machinery,
- minutes of health and safety committee meetings.

C3.4.3.14 Specific aspects of construction

Where applicable, the aspects in the following clauses shall be specifically addressed.

C3.4.3.14.1 Fall protection

(see also Section 10 of the Construction Regulations)

For work where there is a fall risk, the Contractor shall:

- a) designate a competent person responsible for the preparation of a fall protection plan as part of the health and safety plan,
- b) employ on work at elevated positions only those who have been evaluated and shown to be physically and psychologically fit for such work,
- c) erect suitable fall prevention and, if necessary, fall arrest equipment.

C3.4.3.14.2 Structures

(see also Section 11 of the Construction Regulations)

The Contractor shall take all reasonably practical steps to prevent the uncontrolled collapse of any new and existing structure, or part thereof, that may be temporarily weak or unstable due to construction work being carried out.

No structure shall be loaded in a manner that would render it unsafe.

C3.4.3.14.3 Excavation work

(see also Section 13 of the Construction Regulations)

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m in terms of the provisions of the OHS Act The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

A competent person shall be appointed in writing to supervise the carrying out of all excavation work.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Before excavation work begins, the Contractor shall evaluate as far as is reasonably practicable, the stability of the ground.

The Contractor shall not permit or require any person to work in an excavation that has not been adequately shored or braced or the sides of which are not sloped to at least the maximum angle of repose.

Should the Contractor consider that an excavation is in stable material and consequently no shoring is required for that excavation, he shall provide to the Engineer, in terms of Sub-regulation 13(3)(b)(ii)(a) a written statement to that effect signed by the competent person appointed in terms of Sub-regulation 13(1).

Where the stability of an adjoining building, structure or road is likely to be affected by an excavation, the Contractor shall ensure that steps are taken to ensure the safety of the building, structure or road.

Every excavation, including all shoring and bracing, shall be inspected by the above competent person:

- a) daily, prior to each shift,
- b) after every blasting operation,
- c) after an unexpected fall of ground,
- d) after substantial damage to supports, and
- e) after rain.

The results of such inspections shall be recorded in a register.

A person who is competent in the use of explosives for excavation work, shall be appointed to develop a method statement in accordance with the applicable explosives legislation.

C3.4.3.14.4 Demolition work

(see also Section 14 of the Construction Regulations)

A competent person shall be appointed in writing to supervise and control all demolition work.

Prior to any demolition work being carried out a detailed structural engineering survey of the structure to be demolished shall be carried out and the method of demolition shall be ascertained therefrom.

A competent person shall be appointed to and shall inspect and control all temporary electrical installations and machinery.

C3.4.3.14.5 Tunnelling

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(See Section 15 of the Construction Regulations)

C3.4.3.14.6 Suspended platforms

(See Section 17 of the Construction Regulations)

C3.4.3.14.7 Electrical installations and machinery

(See Section 24 of the Construction Regulations)

A competent person shall be appointed to and shall inspect and control all temporary electrical installations and machinery.

C3.4.3.14.8 Water environments

(See also Section 26 of the Construction Regulations)

Where construction work is carried out close to or over water, provision shall be made for preventing employees from falling into the water and for rescuing employees in danger of drowning. Employees shall be provided with and shall wear lifejackets.

A competent person shall be appointed to and shall inspect at regular intervals, the fire extinguishing equipment.

A sufficient number of employees shall be trained in the use of the fire extinguishing equipment Where appropriate signs shall indicate fire escape routes.

C3.4.3.14.9 Housekeeping

(see Section 27 of the Construction Regulations)

C3.4.3.14.10 Fire precautions

(see Section 29 of the Construction Regulations)

Suitable and sufficient fire-extinguishing equipment shall be placed at strategic locations.

A competent person shall be appointed to and shall inspect at regular intervals, the fire extinguishing equipment.

A sufficient number of employees shall be trained in the use of fire extinguishing equipment.

Where appropriate signs shall indicate fire escape routes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.3.14.11 Welfare provisions

(see also Section 30 of the Construction Regulations)

C3.4.3.14.12 Small diameter shafts and test pits

Work in small diameter shafts and test pits shall comply with the Code of Practice: The Safety of Persons Working in Small Diameter Shafts and Test Pits for Civil Engineering Purposes, available from the South African Institution of Civil Engineers or the South African Association of Engineering Geologists.

C3.4.3.15 Audits by the Employer

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

As a result of such audits the Employer may order improvements to be made to the health and safety plan.

C3.4.3.16 Variations

Should any variations be ordered or design amendments issued the Engineer will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

C3.8. MEASUREMENT AND PAYMENT

C3.8.1 Basic principles

C3.8.1.1 General

In addition to those aspects covered by C3.8.2 below, Occupational Health and Safety aspects related to particular items of work will be held to be covered by the tendered sum or rate for that work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)

FOR
THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS

Part C4. Site Information

C4.1	Location Maps	Page C4.1-246
C4.2	Tender Drawings	Page C4.2-248

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
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Part C4.1 Location Maps

Maps indicating the surface roads in Table C3.1.4.1 are attached at:

- Annexure A - Location Map of Schonkenville - Koppies

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A



FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (C106/2021)

FOR

**THE UPGRADING OF SCHONKENVILLE TO KOPPIES
GRAVEL ROAD S23 & S79 TO SURFACED STANDARD
(19KM) FOR 12 MONTHS**

Part C4.2. Tender Drawings

- Annexure B – TEMPORARY CONSTRUCTION ROAD SIGNS nr. 9.

TEMPORARY ROAD SIGNS – ACCOMODATION OF
TRAFFIC no: 10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
PR&T (CONTRACT NUMBER)

FOR

**THE SPECIAL MAINTENANCE OF ROAD (P41/3) REITZ -
TWEELING IN THE THABO MOFUTSANYANE DISTRICT
MUNICIPALITY AREA**

Part C4.2. Tender Drawings

- Annexure B – TEMPORARY CONSTRUCTION ROAD SIGNS nr. 9.

TEMPORARY ROAD SIGNS – ACCOMODATION OF
TRAFFIC no: 10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2