



community safety, roads & transport

Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

TENDER NO: CSR&T/BID17/2023/24

**APPOINTMENT OF CONSTRUCTION COMPANY FOR THE
UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF
35KM WITH 8KM AUXILLIARY LANES FOR A PERIOD OF 30 MONTHS.**

CLOSING DATE: 24 OCTOBER 2023

A CIDB GRADING MINIMUM: 9CE

NAME OF THE BIDDER
BID AMOUNT
CSD NO: MAAA.....

ALL DOCUMENTS MUST BE COMPLETED WITH ORIGINAL BLACK INK.



EXPANDED PUBLIC WORKS PROGRAMME

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The **GCC 2015** - General Conditions of Contract for construction works, 3rd Edition 2015, issued by the South African Institute of Civil Engineering (see Note 1 below).

Volume 2: The **COTO** Standard Specifications for Road and Bridge Works 2020, issued by the Committee of 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: Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685.
Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

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

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

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

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

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

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

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

UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF 35KM WITH 8KM AUXILLIARY LANES.

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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 PRIMARY ROAD P9/4 HEILBRON SASOLBURG PHASE 02

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 Community, Roads and Transport, Free State Provincial Government, invites tenders for **UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF 35KM WITH 8KM AUXILLIARY LANES.**

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **9 CE**.

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 Community, 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 contractor's on the day of tender briefing

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

Mr V Ntaka
Tel no. 051 409 8687
Fax no.051 409 8683
E-mail: ntakav@freetrans.gov.za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the Motheo Regional office **28 Hartley Street, Bloemfontein 9932 on 5th October 2023, at 13H00.**

T1.1.7 The closing time, date and venue for receipt of tenders will be **11H00 on 24th October 2023** at the Ground Floor of Perm Building, Chalotte Maxeke, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

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

T1.2 STANDARD CONDITIONS OF TENDER

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

	5) Recommend Tenderer with the highest number of tender evaluation 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	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 Evaluation Criteria

The Bids will be evaluated on a three-stage, process as follows:

- ✓Phase 1: Pre-qualification criteria for preferential procurement
- ✓Phase 2: functionality - 45 points
- ✓Phase 3: 90/10 preferences point system (Price and B-BBEE Status)

F3.11.2.1 Phase 1: Mandatory requirements

11.2.1.1 Attendance of briefing session

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

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

Date:05th October 2023

Venue:26 Hartley Street, Hamilton, Bloemfontein, 9300

Time:13H00PM

Technical enquiries: Mr. LB Phatoli (073 509 6671)

Email address: brian@phatoli.co.za

SCM enquiries: Mr. T. Makhetha @ (051) 409 8891 / Ms. W. Makutoane @ 051 409 8899

Email address: MakhethaT@freetrans.gov.za,

MakutoaneW@freetrans.gov.za ;

- ✓ A valid unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-Contractors are involved, each party to the association must submit a separate valid unique security personal Identification number).
- ✓ Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black ink non-erasable and attach all returnable documents.
- ✓ Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA.....)
- ✓ Bidders must attach a valid CIDB grading 9CE.

In the case of a Joint Venture/ Consortium (any form of partnership) the Bidder must attach the following:

- a. *A joint venture agreement duly signed by both parties, and*
- b. *Certificate of Authority for Signature (Power of Attorney).*
- c. *The combined BBBEE certificate issued in the name of the JV must be attached;*
- d. *The CIDB grading calculated in the name of the JV must also be attached.*

- a. A joint venture agreement duly signed by both parties, and
- b. Certificate of Authority for Signature (Power of Attorney).
- c. The combined BBBEE certificate issued in the name of the JV must be attached;
- d. The CIDB grading calculated in the name of the JV must also be attached.

13. PHASE 2 – FUNCTIONALITY

Functionality Assessment is based on the grid below:

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
EXPERIENCE	Bidders must submit Copies of Appointment Letters and completion certificates for similar nature of work from 1 January 2016, with traceable references to be attached as proof.	5 Projects of similar type	10	10
		3-4 Projects of similar type	7	
		1-2 Projects of similar type	3	
	Reference/ Recommendation letters will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided. ✓ If not older than 3 years, If contains contact details, signed, and dated by authorised personnel. In the case where completion certificates are signed by Consultants- the appointment letter of such consultant(s) by roads urgency and any provincial, National, Municipality must be attached.	0 Projects of similar type	0	



CAPACITY NB: Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: 01/07/2016 to 31/07/2021 (5 Years)	Contracts Manager: Years of experience with a B.Tech or B.Eng Degree qualification in Civil Engineering and registered with a professional body e.g. ECSA, SACPCMP...	More than 10 years in roads construction only, experience & qualifications on similar works	8	8
	CV's and certified copies (SAPS) of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.	7 to less than 10 years roads experience and qualification on similar works	5	
	NB: Attach employment contract of the member or form of contract agreement with the member in the event of the project acceptance (signed by both parties). Please note submitted CVs will be accepted as project team members for the project duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!	3 to less than 7 years in roads construction only, experience & qualifications on similar works	2	
	Site Agent: Years of experience and Diploma qualification in Civil Engineering. CV's and certified copies (SAPS) of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.	5 or more years of experience in roads construction only, qualifications on similar works	7	7
	NB: Attach employment contract of the member or	2 to less than 5 years of experience in road	4	



Community Safety, Roads & Transport
FREE STATE PROVINCE

	<i>form of contract agreement with the member in the event of the project acceptance (signed by both parties. Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!</i>	construction & similar qualifications.		
		Any years of experience in similar field, with no qualification	2	

PLANT/ EQUIPMENT	Ownership of a plant its critical and Bidders must attach proof (e-natis certificate of ownership in the name of the tenderer or JV partner where applicable) thereof / In case of rental a lease agreement must be attached along with e-natis certificate of ownership of the leaser. ✓ Ownership (1 points per machine – recycling and chip spreader will count two points) ✓ Rental (0,5 points per machine - recycling and chip spreader will count two points) ✓ In case of holding, company and its subsidiaries a memorandum of agreement must be attached for utilization of plant equipment.	2 x Grader	2	10
		2 x Tipper Trucks	2	
		2 x Excavator	2	
		1 x recycling machine	2	
		1 x Chip spreader	2	
	OUTSIDE THE FREE STATE BORDERS 5 POINTS			
Ownership of a plant its critical and Bidders must attach proof (e-natis certificate of ownership in the name of the tenderer or JV partner where applicable) thereof / In case of	2 x Grader	1		
	2 x Tipper Trucks	1		



FREE STATE PROVINCE				
	rental a lease agreement must be attached along with e-natis certificate of ownership of the leaser. ✓ Ownership (1 points per machine – recycling and chip spreader will count two points) ✓ Rental (0,5 points per machine - recycling and chip spreader will count two points) ✓ In case of holding, company and its subsidiaries a memorandum of agreement must be attached for utilization of plant equipment. ✓	2 x Excavator	1	5
		1 x recycling machine	1	
		1 x Chip spreader	1	
LOCALITY	Locally based: Municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a Current Bill of Account not owing more than Ninety (90) days.	Fezile Dabi district	5	5
		Free State based offices	3	
		Outside Free State Province based offices	1	
		MAXIMUM POSSIBLE SCORE			45

NB: A bidder who fails to obtain the minimum qualifying score of 27 points for functionality as indicated in the GRID above will not be accepted. All bidders that obtained the minimum qualifying score for functionality will further be evaluated in terms of price and specific goals.

14. PHASE 3: PRICE AND SPECIFIC GOALS

Points claimed will be in accordance with preferential procurement point system of 90/10.

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

90/10

Where

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

Specific Goals: 10: Points will be awarded to bidders for attaining the B –BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint Contributor	0

- ✓ A tenderer must submit proof of its B-BBEE status level of contributor to qualify for BBEE points, failing to submit proof of B-BBEE status level of contributor cannot be regarded as a disqualifying factor but is a non-compliant contributor to B-BBEE and, may only score points out of 90 for price; and scores 0 points out of 10 for B-BBEE.
- ✓ The points scored by a tenderer for Specific goals in terms of this regulation must be added to the points scored for price, the points scored must be rounded off to the nearest two decimal places and the contract must be awarded to the tenderer scoring the highest points
- ✓ Bidder must submit BBEE Verification Certificate obtained from an entity registered with SANAS or ABVA preferable Level One (1) Contributor and above/ Affidavit obtained from DTI.

THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF BID / CONDITIONS OF ACCEPTANCE.

- ✓ Bids must be valid for **90 days**
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Community Safety, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ The Department reserves the right to appoint more than one service provider.

- ✓ Bidders who falsify any information will be disqualified-If it's discovered during the contract period, the Department reserves the right to terminate the contract immediately
- ✓ *Bidders must attach the latest annual financial statements which must be duly signed by an accredited accounting firm.*
- ✓ Full computation of the 30% subcontracting amount-failure of the contractor to commit sub-contracting portion of the work, will lead to rejection of the bid.

The following information must be attached to the bid document:

- ✓ Business profile.
- ✓ Certified copy of Companies and Intellectual Property Commission (CIPC).
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.

NB: No late/faxed/e-mailed/posted submissions will be accepted or considered.

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 :

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

F.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 TENDER DATA

T1.3.1 GENERAL

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

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

**Clause
number**

Wording

F1. GENERAL

F.1.2 Tender documents

The tender documents issued by the Employer comprise of :

a) VOLUME 1 : PROJECT DOCUMENT

This volume is the Project Document for the identified contract number CSR&T/BID17/2023/24 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 CSR&T/BID17/2023/24 .

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

- d) VOLUME 3 : *General Conditions of Contract for construction works, 2nd edition 2015*, issued by the South African Institute of Civil Engineering.**
- e) VOLUME 4 : *The COTO Standard Specifications for Road and Bridge Works for State Road Authorities October 2020*, 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 2014, Notice No R1010)*, together with all COVID related regulations.** 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 V Ntaka

Address : Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no : 073 509 6671
Fax no : 051 409 8683
e-mail : lebo@llbp.co.za

The Engineer per GCC 2015 is LB Phatoli

Address : Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no : 073 509 6671
Fax no : 051 409 8683
e-mail : lebo@llbp.co.za

F2.1 Eligibility

F2.1.1 Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 6 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 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's Agent.

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

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

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

F2.13 Submitting a tender offer

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

F2.13.7 The Employer's address :

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

Location of tender box : As stated

Identification details : CSR&T/BID17/2023/24

Description of project : UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF 35KM WITH 8KM AUXILLIARY LANES.

F2.15 Closing time

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

F2.16 Tender offer validity

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

F2.18 Provide other material

The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the 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.

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 a valid unique security personal identification number (pin) 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.

**UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF
35KM WITH 8KM AUXILLIARY LANES.**

PART T2 : RETURNABLE DOCUMENTS

CONTENTS

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	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>
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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 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNATURE :

SCHEDULE B : CERTIFICATE OF AUTHORITY

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

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) 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

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 C : ` 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 | ☐ 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 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 | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal 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 | ☐ 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 any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

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

Note : Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

SCHEDULE D : PLANT AND EQUIPMENT

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

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

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Note : Attach additional pages if more space is required

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

SIGNATURE :

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E : EXPERIENCE OF TENDERER

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

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

SIGNATURE :

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

SCHEDULE G : TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE :

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

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.

[illegible]

[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 I : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

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

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

SIGNATURE :

ATTACH ALTERNATIVES HERE

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

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

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

Declaration by Tenderer

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

SIGNATURE :

CONTRACTOR'S SAFETY PLAN

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

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

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)
 - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
 - Details of the Construction Supervisor and his appointed assistants (if any);
 - Details of the Construction Safety Officer, full-time or part-time;
 - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
 - Details of a proper risk assessment on which his health and safety plan is based;
 - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
 - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist**1. OHS Policy and Management**

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

2. Safe Work Practices and Procedures

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

3. OHS Training

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

4. Health and Safety Workplace Inspection.

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

5. Health and Safety Consultation.

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

6. OHS Performance Monitoring.

		Yes	No
6.1	Is there a system for recording and analyzing health and safety performance statistics?		
6.2	Are employees regularly provided with information on company health and safety performance?		

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

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

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

SCHEDULE K : CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

SCHEDULE M :

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state** (*delete whichever is not applicable for this tender*).

- (a) The applicable preference point system for this tender is the **Specific Goals**.

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

1.4

- (a) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
SPECIFIC GOALS	10
Total points for Price and Specific Goals	10

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
-

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS	10	20		
Total	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation

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

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	

SCHEDULED: L
SBD 4 BIDDERS DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.4 If so, furnish particulars:

.....
.....

2 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SCHEDULE M: SBD 3.1 PRICING SCHEDULE – FIRM PRICE (PURCHASES)

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

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

Name of bidder.....	Bid number: CSR&T/BID17/2023/24
Closing Time: 11:00	Closing date: 24- October -2023

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

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

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

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

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

*Delete if not applicable

1. PART A

2. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSR&T/BID17/2023/24	CLOSING DATE:	24 October 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF 35KM WITH 8KM AUXILLIARY LANES FOR A PERIOD OF 30 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
45 CHARLOTTE MAXEKE STREET					
PERM BUILDING					
GROUND FLOOR					
BLOEMFONTEIN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. W. Makutoane / Mr. TE Sekwena		CONTACT PERSON	Mr. PS Bakoro	
TELEPHONE NUMBER	066 4762 569 / 082 0599 721		TELEPHONE NUMBER	082 059 9703	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MakutoaneW@freetrans.gov.za / SekwenaT@freetrans.gov.za		E-MAIL ADDRESS	bakoros@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
U THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					

Returnable Documents

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

3. PART B

4. TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF
35KM WITH 8KM AUXILLIARY LANES FOR A PERIOD OF 30 MONTHS.**

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

CONTENTS

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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 PRIMARY ROAD P9/4 HEILBRON SASOLBURG PHASE 02

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:	Witness:
..... Signature	 Signature
..... Name	 Name
..... Capacity	

Name and address of organization

.....

Signature and Name of Witness

Signature

.....

Name

Date:

BID No: CSR&T/BID17/2023/24

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:

.....

.....

BID No: CSR&T/BID17/2023/24

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

BID No: CSR&T/BID17/2023/24

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

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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 2017 (Government Gazette No 25207 of 18 July 2003, Notice No R1010) will in all respects be applicable to this contract, including all regulations pertaining to the COVID 19 compliance."

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

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

Definition of "L" :

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

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

Definition of "P" :

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

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

Definition of "M" :

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

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

Definition of "F" :

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

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

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

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

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

C1.2.2 CONTRACT SPECIFIC DATA

ITEM No:	REFERENCE TO:	CLAUSE	INFORMATION
1	Contractor	1.1.1.9	..... ..
2	Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion
3	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
4	Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date, excluding year end breaks.
5	Employer	1.1.1.15	Department of Community Safety, Roads and Transport
6	Engineer	1.1.1.16	Department of Community Safety, Roads and Transport
7	Address of the Employer	1.2.1.2	Perm Building, 45 Charlotte Maxeke Street, Bloemfontein
8	Address of the Contractor	1.2.1.2	Physical Address: Postal Address: Telephone Number (Office): Facsimile Number (Office):

BID No: CSR&T/BID17/2023/24

			E-mail Address (Office):
--	--	--	--

BID No: CSR&T/BID17/2023/24

9	Commencement of Work	5.2	Within 14 days after issuing of the appointment letter
10	Documentation required before commencement of the Works	5.3.1	Health & Safety Plan (Refer to Clause 4.3) Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
11	Time to submit the documentation required before commencement of the Works	5.3.2	14 Days
12	Special non-working days		Sundays and all public holidays as well as year-end breaks.
13	Programme of Works	5.6.1	Should be submitted within 14 days after the Commencement Date
14	Non-working days	5.8.1	Sundays and all public holidays as well as year-end breaks.
15	Penalty for failing to complete the Works on time	5.13.1	R40,000 per calendar day
16	Security	6.2.1	Performance Guarantee of 10% of the value of the Works which will be handed back after practical completion, to be submitted within 14 days after the commencement date. Expiry date should state “ until the issuing of Practical Completion certificate ”
17	Day work percentages	6.5.1.2.3	Refer to section 1800 of the Specification

BID No: CSR&T/BID17/2023/24

18	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.
19	Special Materials	6.8.3	Special materials shall be limited to bitumen and bituminous products.
20	Materials on Site	6.10.1.5	80% payment for materials on site
21	Retention Money	6.10.3	Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of documentation to be submitted within 14 days after the commencement date; one will be handed back at practical completion and the other 24 months after final completion. There will be no retention monies deducted on interim certificates.
22	Insurances	8.6	R0-00
			R0-00
23	Limited of indemnity	8.6.1.3	R5,000,000-00 per claim, number of claims unlimited
24	Other Insurances	8.6.1.5	R0-00
25	Dispute Resolution	10.5.1	Adjudication
26	Adjudication Board Members	10.5.3	Only Three members required
27	Dispute Resolution	10.7.1	Adjudication (If there are no agreements, then court proceeding will be preferred)

BID No: CSR&T/BID17/2023/24

28	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 Contractors appointed in terms of attached specification.
29	Targeted Local labour	1. Minimum Labour Employment per R 1 Million - 4 for Conventional should be appointed with a minimum of six months at a payment rate of R186/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 – 60% • Female – 60% • Disabled – 2% 5. Wherever feasible labour will be deployed to Local Municipalities for service delivery at the cost of the Contractor.
30	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.
31	Socio – Economic of Community	1% of Contract Value shall be invested into local Community.
32	Skills Development	1. Two (2) Civil Engineering Students shall be appointed for experiential Training with stipend of R10 000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers. 2. Members of Community must also be trained in Labour Intensive Works

.....
SIGNATURE

BID No: CSR&T/BID17/2023/24

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

**UPGRADING OF PRIMARY ROAD P9/4 SASOLBURG TO HEILBRON PHASE 02 OF
35KM WITH 8KM AUXILLIARY LANES**

Part C3 Specification for the Work

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PART C3 SCOPE OF WORKS

SECTION C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the “**Standard Specifications for Road and Bridge Works for State Road Authorities – October 2020 Edition**” prepared and drafted by COTO.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1 : General Engineering and Construction Works and where accommodation of traffic is involved.
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2 : Accommodation of Traffic on Public Roads Occupied by the Contractor.

All references to SABS Standards which are replaced with corresponding SANS Specifications, have to be read in their new format.

SECTION C3.2 : 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.

PART C contains specifications to be followed for 30% subcontracting and local SMME's participation.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) 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.

PART A : GENERAL

PS1 EMPLOYER'S OBJECTIVES

The Employer's general objective is to Upgrade roads between SASOLBURG TO HEILBRON to a safe standard for public use.

- The project offers employment opportunities and upliftment of the local community.
- This project has the following particular objectives:
 - To improve mobility and access to transportation facilities within the area.
 - Create employment for 4 labourers for every million spent.
 - Create employment opportunities for CDP and local nominated small contractors, with a total of 30% of contract value (excl. CPA and Contingencies).
 - Provide work experience for three departmental students.
 - To provide training for local labour in social as well as in labour intensive construction skills.

PS2 LOCATION OF THE WORKS

Refer to the locality plan included in Part C4 of this document.

PS3 EXTENT OF THE WORKS

This section of the Project Document is a basic outline of the works, and does not limit the work to be carried out under this contract.

The works required under this contract consist of the following activities :

- **Establishment on site**
- **Accommodation of traffic**

The road will be constructed in full-widths. By by-passes will be required for accommodation of traffic during construction.

- **Construction of pavement layers**

Extensive construction of pavement layers will be done, which will include the following:

1. Construction of a 20/10 double seal with a choke layer
2. Construction of a G1
3. Construction of a C3 Subbase
4. Construction of G5 Shoulder
5. Construction of a G5 bypasses to accommodate traffic flow
6. Mass Earthworks
7. Benching

- **Surfacing**

20/10 double seal with a choke layer and 30mm thick medium asphalt layer
on intersections - Farm accesses

- **Clearing out of existing hydraulic structures**
- **Repair or construction of concrete-lined stormwater channels**
- **Installation of kerbing and channelling**
- **Construction of erosion protection (gabions/stone pitching)**
- **Road markings**
- **Road signs**
- **Fencing**
- **Installation of guardrails**

PS4 NATURE OF GROUND AND SUBSOIL CONDITIONS

Ground and subsoil conditions will be evaluated during the construction phase.

PS5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS5.1 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site.

The Engineer (Client representative) will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

With the nature of this project not including services of consultants, the contractors Quality Assurance system is to include and accommodate the employer's quality assurance/acceptance systems.

PS5.2 Management and disposal of water and surplus material

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained.

Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

The Contractor shall dispose of all excess or unsuitable material at approved spoil sites.

The Contractor shall be responsible for all arrangements necessary to obtain such spoil sites.

PS5.3 Management of the environment

The Contractor shall pay special attention to the following :

(a) Natural vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS6 SITE FACILITIES

PS6.1 Contractor's camp site office and depot

The Contractor is responsible for providing a suitable site for the contract site office and to provide accommodation for his personnel and labourers.

Prior to establishment, the Contractor must obtain the approval of and permission from the local Phumelela Local Municipality regarding the site office.

PS6.2 Accommodation of employees

No employees, except for security guards, will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Only chemical toilets will be allowed where temporary facilities have to be provided.

PS6.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the provision of electrical power, water and all other services at the site office. No direct payment will be made for the provision of electricity, water and other services.

The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's Preliminary and General items as the case may be.

PS6.4 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS7 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS7.1 General

The Contractor will be responsible for the safe and easy passage of public traffic next to or adjacent to the construction site.

PS7.2 Basic requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the

movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, traffic lights, delineators, flagmen and speed control measures are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs, traffic lights or flashing lights, etc. in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc. have been reinstituted to specification.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS7.3 Traffic Safety Officer

The Contractor shall appoint a suitable traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in Section 1.5 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

PS8 OCCUPATIONAL HEALTH AND SAFETY

PS8.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety.

To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on February 2014 by the Department of Labour and the COVID 19 Occupational Health and Safety Measures in Workplaces COVID 19 (C19 OHS), 2020, issued by the department of Employment and Labour.

PS8.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Particular Specifications. (Included in Section C3.3)

(b) Bidder's Health and Safety Plan

The Contractor shall submit within 14 days after the commencement date his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii) pro-active identification of potential hazards and unsafe working conditions;
- iii) provision of a safe working environment and equipment;
- iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii) detail of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Note : Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

PS8.3 Cost of compliance with the OHS Act and Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PART B: 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 COTO Standard Specifications for Road and Bridge Works for State Road Authorities October 2020.

SECTION 1.2 : GENERAL REQUIREMENTS AND PROVISIONS

BA1.2.3 GENERAL

Replace Clause A1.2.3 with the following :

"The General Conditions of Contract for Construction Works, 2nd Edition 2015, published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract, forming part of the contract, will be applied".

All references in the COTO Standard Specifications have been amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. Each COTO clause reference is tabulated in Table 1.2/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works applicable for this contract. All references to the "schedule of quantities" in the Standard Specifications shall be amended to the "Bill of Quantities".

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

TABLE 1.2/1

**REFERENCES IN COTO STANDARD SPECIFICATIONS TO THE RELEVANT SAICE
GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2018**

COTO General Conditions of Contract 2015 (GCC)		SAICE General Conditions of Contract for Construction Works 2 nd Edition 2015	
Clause no.	Description or Reference	Clause no.	Description or Reference
A1.2.3.4	Extension of time for delays caused by rainfall	5.12	Extension of time for Practical Completion
A1.2.3.5	Hading-over of the site of the works	5.4	Access to site
A1.2.3.7	Legal and Contractual requirements and responsibility to the public and Employer	4.3	Legal Provisions
A1.2.3.10	Notices, signs and advertisements	4.5	Notices and Fees
A1.2.3.11	Ordering of daywork	6.5	Dayworks
A1.2.3.14	Remedial Work	7.9	Urgent remedial work
A1.2.3.19	Temporary drainage and dewatering	8.1& 8.2	Protection of works & Care of the works
A1.2.7.1	Programme of work	5.6	Programme

B1.2.7.1 PROGRAMME OF WORK

Add the following after the title :

"The Contractor shall include with his tender a preliminary programme. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to adverse weather conditions and special non-working days as specified in the Project Specifications and in the Contract Data.

It is essential that the construction programme, which shall conform in all respects to Clause 5(6) of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme."

(a) General

Insert the following at the beginning of the clause:

"The Contractor shall submit his programme at the closing of the tender together with his billed tender document. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

- i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- ii) The sequence of activities and any dependencies (time or resource related) between them.
- iii) The critical path activities.
- iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- v) Other information specifically required by the Engineer.

When compiling his programme, the Contractor shall, inter alia, take into consideration and make allowance for :

- i) Unexpected weather conditions and their effects.
- ii) Known physical conditions or artificial obstructions.
- iii) The accommodation and safeguarding of public traffic.
- iv) Restrictions of the total length of deviation open to traffic at any one time. Simultaneous work on adjacent sections shall not be allowed.
- v) All special non-working days as defined in Part C1.2: Contract Data.

- vi) All training, especially safety training, to be completed before an activity is commenced.

The following details shall be submitted together with the programme:

- i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- ii) The overall labour and major plant resource levels on which the programme is based.
- iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).
- iv) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

These additional items shall also be revised when any revision is made to the programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and an updated programme shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extension of time.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, copies of the following:

- i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
- ii) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.
- iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- iv) A report on all labour, plant and materials on site.
- v) All other appendices to the monthly site meeting minutes as required by the Employer."

BA 1.2.7.2 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS (where required)

Add the following before the last paragraph :

"The sections to be rehabilitated or constructed have not been set out.

Benchmarks required for construction control shall be established by the Contractor. The Contractor shall survey the existing benchmarks and submit the results for checking and approval by the Engineer within 14 days after the Commencement date.

Where instructed by the Engineer, the Contractor shall stake the road at 20m point intervals along the road before the start of any construction activities. Cross sections shall be taken to the width of the road reserve, indicated by the existing fence line or as prescribed by the Engineer either side of the road centre line at the 20m point intervals. The cross sections have to be submitted to the Engineer for checking and approval in the format required by the Engineer (including electronic format).

The Contractor shall submit written notice to the Engineer in the form of "job requests" of at least three working days before the intention of setting out or commencing any portion of the Works especially if the Works are to be checked. Such notice shall include the time, location and type of Work to be set out or checked. The Contractor shall complete setting out or surveying any part of the works ahead of his submitted construction programme to allow the Engineer

adequate time to check the setting out or the survey and to give his approval to proceed or give instructions for alterations, additions and omissions.”

Add the following before the first sentence of the last paragraph:

“No separate payment will be made for any setting-out, staking, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause.”

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.”

B1.2.8 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

“The Contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the Contractor’s staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor. The quality manager shall be resident on site full time. No construction activities shall take place on site before the Engineer approves the quality plan”.

a) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. The costs for these tests shall be

deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Add 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.

b) Acceptance control

add the following:

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control.

However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a Provisional Sum provided under Section 20 in the Bill of Quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

- Quality acceptance control testing
- Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.
- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)
- Monthly labour and Progress reports."

Add the following :

"The Contractor's place of testing and laboratories shall be subject to inspection and approval by the Engineer.

No routine levelling or material testing will be executed by the Engineer on behalf of the Contractor. The Engineer will only check the levels and laboratory test results of the Contractor after the information has been submitted to him in writing. The Engineer may however perform acceptance control testing.

No work executed will be measured for payment unless the results submitted have been checked and approved."

B1.2.8.2 ACCEPTANCE QUALITY CONTROL

Remove the second, third and fourth sentences and replace with the following:

The engineer may carry out testing at the cost of the Employer in either the Engineer's laboratory or one approved by him.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

- Quality acceptance control testing
- Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.
- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)
- Monthly labour and Progress reports.

BA1.2.8.3

CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion only if the following criteria also have been met:

- i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.
- iii) Any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied.

- iv) All road work and storm water drainages have been completed in accordance with the project specification.

The contents of this General Conditions of Contracts, together with the above amendment, shall be applied equally to the issue of a Certificate of Practical Completion.

BA.1.2.8.4 INFORMATION FURNISHED BY THE EMPLOYER

Add the following new clause:

"Quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the Engineer's knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of the General Conditions of Contract."

BA 1.2.3.4 EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL

Change the existing heading of clause BA 1.2.3.4 to read as above and wherever the expression "rainfall" is encountered replace it with "inclement weather"

Delete the entire clause and replace with the following:

"For the purposes of calculating an extension of time due to climatic conditions in terms of clause 5(12)(2) of the General Conditions of Contract, the number of days more than the number of working days anticipated to be lost due to climatic conditions shown in Table B1215/1 shall be taken into account:

TABLE B1215/1
ANTICIPATED DAYS LOST DUE TO INCLEMENT WEATHER CONDITIONS

EXPECTED NUMBER OF WORKING DAYS LOST			
January	3	July	3
February	3	August	3
March	3	September	3
April	3	October	3
May	3	November	3
June	3	December	3

The following climatic conditions can be classified as inclement weather conditions:

- Cold weather conditions,
- Windy conditions,
- Misty conditions,
- Excessive dust storms, and
- Rainy conditions (more than 10 mm rain per day).

The Engineer will certify a day lost due to the above climatic conditions or inclement weather conditions only if:

- no work on the critical path (delay in critical path) according to the latest approved programme for completion of the works could be carried out during that specific working day or if
- only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of inclement weather and/or abnormal climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Engineer as lost

due to climatic conditions, less the number of days in Table B1215/1. The total extension of time for the contract will be the sum of the monthly extensions.

Extension of time for portions of a month shall be calculated *pro-rata*.

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, as defined in the Contract Data. 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."

BA1.2.3.5

HANDING-OVER OF THE SITE OF THE WORKS

Add the following :

"Upon the handing-over of the site the Contractor shall immediately assume responsibility for the road reserve within the limits of this contract as set out in the specifications.

Prior to the commencement of work the Contractor and the Engineer shall together carry out a joint inspection of the road section. During such an inspection, notes shall be made of all damaged fences, guardrails, signs and any other notable problems or features that exist at the time of hand-over. The following matters should be agreed at the time of handing-over:

- i) The limits, lengths, widths and areas of construction.
- ii) The location of kilometer markers and reference beacons
- iii) The location of stockpile areas and the responsibilities of the Contractor with regard to the road reserve area and the stockpile sites (fencing, re-establishment, height of stockpile, etc.).
- iv) The method of accommodation of public traffic with regard to safety, sight distances, interference with existing road signs

and road markings both within the work area and providing advance warning before the work area.

- v) The method of construction and supervisory control measures."

BA1.2.3.6

LEGAL PROVISIONS

Add the following new paragraph:

"The Contractor shall take note of the new Construction Regulations 2003 recently promulgated under the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2017 No. R. 1010 promulgated 18 July 2003 as well as the COVID 19 Occupational Health and Safety Measures in Workplaces COVID 19 (C19 OHS), 2020, issued by the department of Employment and Labour. The Contractor shall in terms of sub clause 5(1) of these regulations provide a comprehensive health and safety plan detailing the hazards identified on this project and the procedures required to mitigate, reduce and/or control the said hazards.

The scope of the work to be carried out under this contract is indicated, but not limited to, this section and in other sections of this document and on the drawings and shall include the health and safety specification as well as COVID 19 OHS Specifications.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations."

BA 1.2.3.10 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the last sentence and replace with the following:

"All signboards erected in accordance with the drawings or as approved advertisements for the Contractor's establishment, shall be removed at the same time as the de-establishment of the Contractor's camp. Payment under sub-item 13.01 for the final installment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items:

ITEM	UNIT
------	------

BC1.2.10 Protection, removal, realignment and replacement of services

- | | | |
|----|---|----------------|
| a) | Utility Services | |
| b) | Contractor's handling cost and profit in respect of
sub-item B12.01(a)(i)(ii)(iii) | Percentage (%) |

The prime cost item shall be paid in accordance with the provisions of the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service."

ITEM	UNIT
------	------

- | | | |
|---------|------|--|
| B1.2.11 | (i) | Laboratory tests for Engineer's quality
assurance acceptance controlProvisional (Prov. Sum) |
| B1.2.11 | (ii) | Contractor's handling cost and profit in respect of
sub-item B1.2.11(i)Percentage (%) |

Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.11(i)."

ITEM	UNIT
------	------

- | | | |
|---------|-----|--|
| B1.2.12 | (i) | Site Surveyor for Engineer's quality
Assurance/ acceptance controlProvisional (Prov. Sum) |
|---------|-----|--|

B1.2.12	(ii)	Contractor's handling cost and profit in respect of sub-item B1.2.12(i) Percentage (%)
		Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.
		Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.
		The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.12(i)."

ITEM		UNIT
B1.2.13	(i)	Occupational Health and Safety Agent for Engineer's quality Assurance/ acceptance control Provisional (Prov. Sum)
B1.2.13	(ii)	Contractor's handling cost and profit in respect of sub-item B1.2.13(i) Percentage (%)
		Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.
		Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.
		The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.13(i)."

ITEM		UNIT
B1.2.14	(i)	environmental compliance agent for Engineer's quality Assurance/ acceptance control Provisional (Prov. Sum)
B1.2.14	(ii)	Contractor's handling cost and profit in respect of sub-item B1.2.14(i) Percentage (%)
		Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.14(i)."

ITEM

UNIT

BC1.2.15 (i) **Portion** of the Works identified by the Employer or Engineer to be completed by nominated subcontractors.....Provisional(Prov. Sum)

BC1.2.15 (ii) Contractor's handling cost and profit in respect of sub-item BC1.2.15(i) allowed for the Main Contractor's interaction with nominated subcontractors as well as facilitation of monthly payments to the nominated subcontractor for works completed under this pay item.....Percentage (%)

The nominated subcontractor will submit an itemised claim and an associated invoice to the Contractor. Payment under Item BC1.2.15(ii) will be considered upon the submission of a claim by the Main Contractor to the Engineer.

It is the Employer's intention to utilise this item to create work and opportunities for emerging subcontractors and their labour force.

The nominated subcontractor will submit an itemised claim and an associated invoice to the Contractor. Payment under Item BC1.2.15(i) will be considered upon the submission of a claim by the Main Contractor to the Engineer.

It is the Employer's intention to utilise this item to create work and opportunities for emerging subcontractors and their labour force.

The following sections of the COTO standard specifications, with reference to relevant road construction activities, have broadly been identified for this purpose:

For tender purposes the Bidder shall only provide his percentage mark-up for handling cost and profit regarding interaction with nominated sub-contractors as well as facilitation of monthly payment to the nominated subcontractor for works completed in respect of sub-item BC1.2.9.5(i)

The Bidder is to note that the scope of work pertaining to the above sections has not been finalised. The Bidder is also to note the possibility that not all the listed sections would be applicable. Throughout the duration of contract, the Engineer will identify and specify the scope of such work and submit it to the Employer for approval, after which it will be issued to the Contractor with an associated Bill of Quantities for further action.

For each of the issued scopes of work, the Contractor will be expected to procure a minimum of 3 suitable quotations from identified local subcontractors for submission to the Engineer for perusal and approval.

The Contractor will be notified in writing of the successful nominated subcontractor.

SECTION 1.3 : CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

BA1.3 GENERAL REQUIREMENTS

Add the following new clause:

A1.3.9 Legal and contractual requirements and responsibilities to the public

There has been recent legislation promulgated by Government that improves 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, C3.3:

- **Section D: Particular Specification** contains the specification that regulates the Contractor's construction methods so far as to ensure the health and safety of his employees and 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.

- **Section E: Particular Specification** contains the Environmental Management Programme 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 1.2 Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.
- **Section G: Particular Specification** contains guidelines for sub-contracting and labour enhancement.

BC 1.3.1	PAYMENT ITEM	UNIT
----------	--------------	------

BC1.3.1 The Contractor's general obligations

Add the following payment sub-item:

“BC1.3.1.4)	Health	and	safety	obligation
.....month”				

Add the following paragraphs after the as paragraphs

Payment for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of the Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is “month”. All pay items for which the unit of measurement is "month" are deemed to be based on 22 working days per month. Account shall be taken of all time related items scheduled in Section 1.3, 1.4 and 1.5.”

Should the combined total tendered for sub items (C1.3.1.1) and (C1.3.1.3) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the Tenderer shall state his reasons in writing for tendering in this manner.

The Tenderer's attention is drawn to **Form I: Amendments, Qualifications and Alternatives** (to be completed by the Tenderer). If the Tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for item B1.3.1) by including such additional compensation in the tendered rates and/or lump sum of items in the Bill of Quantities, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form I.

Payment of the rate per month for sub-item (1.3.1.4) shall include full compensation for all the Contractor's obligations relevant to health and safety legislation and all safety requirements.

A Contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other Preliminary and General pay items.

SECTION 1.5: ACCOMMODATION OF TRAFFIC

BA1.5.1 SCOPE

Add the following to the end of this clause :

"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 the South African National Roads Agency Limited, P O Box 415, Pretoria 0001.

BA1.5.3.2 GENERAL REQUIREMENTS

Add the following after the last paragraph:

Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to stop the works until the road signs, etc. have been repaired and are operating to his satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the drawings, specifications and the South African Road Traffic Signs Manual.

The Contractor is to supply, erect, operate and maintain all the road signs and other equipment shown on the drawings or in the specifications or as directed by the Engineer, necessary to safely carry out his traffic control responsibilities.

The Engineer may instruct the Contractor to carry out minor works at isolated positions outside the limits of the site. The Contractor shall be responsible for the safety of the traveling public at those positions during the contract period.

BA1.5.7.12 Traffic Safety Officer

Add the following to the end:

“The Contractor shall submit a CV of the candidate to the Engineer for approval before the candidate is appointed as the Traffic Safety Officer”.

BA1.5.6.1 TEMPORARY TRAFFIC-CONTROL FACILITIES

C,D,E) Temporary signs, Traffic Cones and traffic signals

Add the following after the last paragraph:

“The Contractor shall be responsible for the protection and maintenance of all signs and barricades 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.

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.

BA 1.5.6.2 ILLUMINATED TRAFFIC SIGNS AND SAFETY DEVICES

Delete the specification and replace with the following:

“The Engineer has the authority and responsibility to enforce compliance with the approved Accommodation of Traffic Plan as submitted by the Contractor and approved for execution by the Engineer.

(i) Vehicle mounted flashing lights

All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning signs as prescribed by law.

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 always be switched on while vehicles are being operated. 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 supply and maintain rotating amber lights together with temporary mounting brackets to the Engineer and supervisory personnel for the duration of the contract period.

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 when in operation."

BA1.5.6.5

FLAGMEN

During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the traffic signal 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. No flagman shall be on duty for a period of more than 10 hours per day.

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 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."

i) Temporary rumble strips

Where ordered by the Engineer, the Contractor shall install temporary rumble strips. The distances between units will be as directed by the Engineer."

(j) Traffic signals

A traffic signal control system shall consist of four traffic signals, each with three aspects, and shall include the control devices, power supply and mountings.

Temporary traffic signals and control shall comply with the following requirements:

- (a) the signals and power supply shall be capable of operating under all weather conditions for uninterrupted periods of at least 24 hours
- (b) standard signal faces with 210mm diameter red, amber and green aspects shall be provided by the Contractor
- (c) traffic signal lights shall comply with SABS 1450-1988. Aspects shall be fitted with 50W tungsten halogen lamps
- (d) two standard signal faces, erected on opposite sides of the road, shall be provided to control each direction of traffic flow

- (e) two 1000W floodlights, mounted on 3,5m timber posts shall be provided at the start and end of each section where traffic is controlled by means of traffic signals
- (f) in the event of failure of the traffic signals an immediate system of STOP and GO control, with operators equipped with two-way radios, shall be available.

Sufficient personnel, equipped with two-way radios in good order and additional batteries, shall be provided to operate the traffic signal control system in shifts not exceeding 8 hours. The same personnel shall not be on duty throughout an entire night.

All traffic signals shall be under constant supervision of at least two operators to ensure that there is no interruption of the service, that any malfunction of the traffic signal equipment is immediately detected and the safety of road users ensured by implementing manual traffic control operations.

No separate payment shall be made for operators controlling the traffic signals. The tendered rate for item B15.11 shall include full compensation for such operators. No separate payment shall be made for relocating the signals."

BA 1.5.7.6 MAINTENANCE OF EXISTING ROADS USED AS DETOURS

Add the following:

"The Contractor shall indemnify the Employer against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicles or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during the construction of the works.

The Contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the Contractor shall not stop or delay public traffic to make way for construction traffic."

CHAPTER 4: EARTHWORKS PAVEMENT LAYERS MATERIALS

SECTIONS 4.1: BORROW MATERIALS

BA 4.1.3.1 Employer identified borrow pits and quarries

Remove paragraphs one and two and replace with the following:

“a list of proposed borrow pits will be provided to the contract at site hand over stage, the contractor will then be required to arrange with an approved geotechnical laboratory to facilitated testing and profiling of those proposed borrow pits. Payment shall be made in item C4.1.2.

The engineer or employer will after receiving geotechnical investigations of the borrow pits them provide the contractor with the approved list of borrow pits to be used.

The contractor will be responsible in obtaining all necessary approvals and correspondence on behalf of the employer from respective land lords.”

BA 4.1.7.2 Borrow pit and quarry operations

a) General control at the borrow pits and quarries

add the following:

“The Contractor has to adhere to the EIA and the Department of Minerals and Energy prescriptions according to the approved mining permit or plan. Minimum requirements are that the area be fenced off, an access control gate and hut be set up and the sign proclaiming the site as an official borrow area of the Free State Provincial Government be erected. Access control to borrow pits needs to be performed by a dedicated person”

PAYMENT ITEMS

Item	Description	Unit
C4.1.1	Compiling and implementing M&U plans	Number

Amend as follows:

All tendered rates shall include activities required for compiling and implementing M&U plans, thus no additional payment will be made for this activity. Item C4.1.1 will not apply to this contract.

Item	Description	Unit
C4.1.15	Shaping and Finishing the borrow pit and quarry areas and the stockpile sites...	

Amend as follows:

“ for both sub-items items (c) will not be applicable as stockpile site/yards will remain the contractors responsibility and the employer will be exonerated from any liability thereof.”

CHAPTER 5: EARTHWORK & PAVEMENT LAYERS CONSTRUCTIONS

SECTIONS 5.1: ROADBED

BA5.1.3.1 ROADBED MATERIAL INVESTIGATION

Add the following:

“Visual assessments for existing road conditions have been done of the gravel roads, it is envisaged that ground conditions are favourable. However additional testing of suspect ground conditions will be conducted in certain areas and roadbed treatment adjusted accordingly.”

BA 5.3.3.2 USE OF MATERIAL

Add the following after the first paragraph:

The material classification for pavement layers under this contract shall be as follows:

- G7 upper selected layer compacted to 95% MOD AASTHO density
- C3 Subbase compacted to 97% MOD AASHTO density, comprising of G5 material or higher.
- G1 base layer compacted to 88% ARD

BA 5.4.5.3 Cementitious Stabilising Agents

Remove the las sentence and replace with the following:

“Samples of all materials to be stabilised will be provided to the Engineer’s laboratory for testing and compilation of stabilisation mix design, prior to commencement of any trial sections.”

Add the following:

“Where reference is made in this Specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification :

SABS ENV 197-1 “Cement compositions, specifications and conformity criteria, Part 1 : Common cements.

On this Contract CEM II 32.5 AL or available approved alternative shall be used for stabilisation purposes"

BA 5.4.5.5 Water for Stabilisation

Add the following:

"Provision of construction water is the responsibility of the contract and thus all tests and quality assurance procedures are to be done by him/her. No additional cost will be made in leu of testing possible water sources."

BA 5.4.7.3 Chemical Pre-treatment and Stabilisation

Amend as follows:

"Apply of cementitious agent by mechanical means will not apply on this contract unless prior approval is granted by the project manager, in leu of time constraints on the contract. All stabilisation and/or modifying agents are to be applied by hand to increase job creation."

BA 5.4.7.7 Protection and curing of chemically stabilised layers

Amend as follows:

"items b,c,d will not apply unless prior approval has been granted by the project manger on a case by case basis."

CHAPTER 9: ASPHALT LAYERS

SECTION 9.1 : ASPHALT LAYERS

BA 9.1.5 MATERIALS

A9.1.5.2 Bituminous binders for asphalt mixes

Add the following

"The binders to be used shall be as follows:

- a) Continuously graded surfacing course: 60/70-penetration grade bitumen.
- b) Continuously graded base: 40/50-penetration grade bitumen."

BA 9.1.7.4 TRANSPORTING OF ASPHALT

Add the following paragraph:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of thermal blankets is obligatory."

The Contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the Contractor must provide the Engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The Contractor shall provide the Engineer with a weighbridge ticket before discharging into the paver hopper.

Any truck that is overloaded shall be penalised as set out below :

A penalty shall be applied at a rate twice the Contractor's tendered rate for placing the mix under items 42.01, 42.02, 42.10 and/or 42.11. For the purposes of the calculation, the so called 5% grace shall not be used The penalty shall be R5000/t or *pro rata*/part-ton of overloaded product as calculated as per the following example:

Tare weight of vehicle certified by official traffic department weighbridge = 6t

Maximum carrying capacity certified by official traffic department weighbridge =

8t

Gross vehicle mass = 14t

Actual load (weighbridge ticket) = 14,6t

Overload = 0,6t

Flat rate = R5000/t

Penalty = 5000/t x 0,6 tons
= R 3000"

BA 9.1.7.9 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item."

BA 9.1.8.8 SAMPLING

Add the following subclause:

"(a) Special tests

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

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

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

C9.1 ASPHALT LAYERS

PART C: MEASUREMENT AND PAYMENT

Amend the following payment items:

“ITEM	UNIT
BC 9.1.5.1 Asphalt Surfacing : New Construction	ton
(a) Stone Skeletal mix – Continuously graded 30mm thick, 60/70 penetration grade bitumen and aggregate of 4,75 (maximum size) .....(ton)	

Replace first paragraph with the following:

The unit of measure for sub-item (a) shall be the ton of asphalt overlay placed to the nominal thickness specified and measured according to certified weighbridge tickets issued in respect of the mixture used.

Construction method shall be by means of mechanical propelled asphalt paver meeting all specifications and inspections by the engineer.

No payment shall be made for excess width and wastage of asphalt, and the mass of such excess or wasted material shall be deducted from the recorded delivery for payment purposes.

No payment shall be made for asphalt in excess of the mean spread rate(s), which shall be determined as follows on the following page:

$$S = \frac{1000}{A \times B} \text{ m}^2/\text{t}$$

where :

S = Mean spread rate in m²/t
A = Average bulk relative density achieved on the road in t/m³
B = (specified asphalt thickness in mm) + 5mm”.

“The tendered rate shall also include full compensation for joint forming, temporary ramping of construction joints between paving operations when new work is opened to traffic (including ramping material), breaking up and disposal of temporary ramps and waste material, weighing the material on the specified weighbridge and cleaning the surface.”

Add the following new payment items:

ITEM	DESCRIPTION	UNIT
BC 9.1.17 (t)	Penalty for overloading	ton

The unit of measurement for the calculation of the penalty shall be R5000/t or pro rata amount/part-ton as indicated in clause B4206(c)."

CHARPTER 10: SURFACE TREATMENTS

SECTION 10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

BA10.1.1 SCOPE

Add the following:

"On this project the double seal shall consist of a precoated 20,0 mm aggregate (ALD > 12,0 mm) with tack coats of Class S-E1 modified binder, followed by a precoated 10 mm aggregate with penetration layers of Class SE-1 modified binder. The final fog spray shall be a 30% spray-grade anionic emulsion."

BA10.1.3.1 REQUIREMENTS PERTAINING TO ALL SURFACE TREATMENTS

Add the following:

" all plant and equipment to be utilised for sealing operations are to be thoroughly inspected for any diesel and oil leaks by the engineer prior to sealing operations. The contractor is to submit with his method statement a list of back-up plant for any plant and equipment utilised on sealing operations."

BA 10.1.3.2 Weather Limitations

Add the following limitations:

"Seal work using bitumen rubber or polymer modified binder shall not be permitted during the months of May, June, July and August.

Winter grade binders shall not be used in any seal work and the Contractor's programme shall reflect this limitation.

Extra care shall however be necessary during the winter period (April to September) to ensure the success of the temporary seal and surfacing on the milling sections and the minimum measures that the Contractor shall adhere to includes the following:

- Sealing during daytime (spray application): 10 °C rising surface temperature.
- Do not seal during windy conditions and/or eminent raining conditions
- Ensuring that the chip spreader is right behind the sprayer. If not, the operation shall immediately be halted by the Engineer
- The backfilling teams shall complete a section prior to commencement of spraying the following section
- Maximum length to be sprayed will be restricted to 200m
- Recommended rolling methods :
 - Firstly : Steel wheel rollers
 - Secondly : Drag broom
 - Thirdly : Pneumatic rollers
 - Fourthly : Normal mechanical broom
 - Fifthly : 2nd rolling by steel rollers, before application of fog spray.
- Trucks shall not interfere / obstruct any rollers on the sprayed sections. Rollers must be able to cover the full extent of the sprayed section
- All excess stone must be swept off the road between 18 and 24 hours after construction of the seal

These precautions are necessary to ensure proper adhesion before the binder becomes too cold to be receptive to the stone and to minimize the risk of trapping

water under the strain-alleviating membrane interlayer (SAMI). In terms of the temperatures, the day and overnight temperatures will be dictating whether such construction is at all possible or not.

The Contractor is advised that weather information from the closest weather station should be gathered and the typical average, maximum and minimum on a month-to-month basis be evaluated to predict what can typically be expected. The day – night sinusoidal temperature curves will give the Contractor an indication when work typically can commence and should be stopped. This information shall be required to accompany the weekly programme of the SAMI work.

Whilst the above measures are mainly aimed at the winter period (April to September), they shall also apply to the summer period, with the exception of the sprayer pull restriction of 200m."

BA 10.1.3.7 Decatron of working area

Remove second paragraph and replace with the following:

" Before the tack coat and first application of aggregate may be applied, the centreline of the road shall be demarcated by means of a clearly visible weatherable fibre rope, pegged down with nails driven into the existing surface at intervals of 15 m on straight sections and 3 m apart on curves.

The demarcating rope shall be removed prior to the application of the tack coat and aggregate on the adjacent lane. Payment for the demarcation shall be deemed to be included in the rates."

BA 10.1.3.11 Opening to Traffic

"add the following paragraphs:

Recommended opening of road to traffic :

- Seal to be exposed gradually (in stages) to traffic
- On first night after completion of seal, low traffic on the seal
- On the following two days during day time, only open to traffic when road temperatures exceed 10°C. Close section during night

- On third day following completion of seal, open road again in the morning. Depending on temperature of the seal, road can remain open onwards from this night.

BA 10.1.5.14 Precoating of hydrophilic aggregates

(c) Precoating of aggregate stockpiles

Add the following:

Pre-coating of aggregate shall be undertaken a minimum of 4 days ahead of sealing operations to allow the aggregates to dry out properly before application. No free pre-coating fluid shall be observed when the aggregate is inspected by hand.

PART C: 30% SUBCONTRACTING AND LOCAL SMME PARTICIPATION

1. SCOPE

This section gives guidance on how SMME participation of is to be handled in terms of the contract. The specification will cover the following items subcontractor locality, proposed scope of works, subcontractor requirements, procurement strategy, evaluation process, contractual considerations and project specifications and payment to be followed.

2. Subcontractor locality

The locality of subcontractors is to be within the local municipality where the project is taking place. Should the project take place between two towns situated with two separate municipalities, the allocation shall be shared proportionally.

3. Proposed scope of works

Works to be subcontracted shall entail but not limited to the following

- Clearing And Grubbing
- Drains
- Prefabricated Culverts
- Concrete Kerbing, Concrete-Channeling, Chutes And Downpipes, And Concrete Linings For Open Drains
- Patching And Repairing Edge Breaks
- Treatment Of An Existing Surface Exhibiting Certain Defects
- Pitching, Stonework And Protection Against Erosion
- Gabions
- Guardrails
- Fencing
- Road Signs
- Road Markings
- Landscaping And Planting Plants

4. Subcontractor procurement will be subjected to a three-phase procurement strategy announced through an advertisement.

- a. Compliance**
- b. Pricing**

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Estimate

GENERAL REQUIREMENTS AND PROVISIONS					
Item	Description	Unit			Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
B -	Monitoring of compliance with and reporting on the EMP	Prov sum	1,00	750 000,00	750 000,00
C1.2.1.1	(a) Contractor's handling costs, profit and all other charges in respect of item C1.2.1.1	%			
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours:				
C1.2.3.9	Grading of temporary gravel deviations and existing roads used as detours	km	70,00		
C1.2.3.10	Watering of temporary gravel deviations and existing roads used as detours	kℓ	10 000,00		
C1.2.3.11	Other road maintenance work ordered by the Engineer	Prov sum	1,00	300 000,00	300 000,00
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%			
C1.2.4	Stakeholder liaison	month	30,00	11 500,00	345 000,00
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	Prov Sum	1,00	80 000,00	80 000,00
C1.2.5.2	Implementation of health and safety plan	month	30,00		
C1.2.7	Road safety audits:				
C1.2.7.1	Stage 4 work zone traffic management audit	Prov sum	01	100 000,00	100 000,00
C1.2.7.2	Handling cost, profit and all other charges in respect of item C1.2.6.1	%			
C1.2.7.3	Stage 5 pre-opening stage traffic safety audit	Prov sum	01	50 000,00	50 000,00
C1.2.7.4	Handling cost, profit and all other charges in respect of item C1.2.6.3	%			
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	360		
	(b) Semi-skilled labourer	h	216		
	(c) Skilled labourer	h	144		
	(d) Gang leader	h	144		
	(e) Foreman	h	144		
	(f) Skilled Artisan	h	144		
C1.2.8.2	Construction equipment (specify size and / or model number):				
	(a) Motor grader	h	180		
	(b) Vibratory roller	h	180		
	(c) Pneumatic roller	h	180		
Total Carried Forward					

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Estimate

GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit			Amount R
Brought Forward					
	(d) Front end loader	h	180		
	(e) Tractor loader backhoe	h	180		
	(f) Excavator	h	180		
	(g) Compressor	h	180		
	(h) Mechanical Broom	h	720		
C1.2.8.3	Vehicles (specify size):				
	(a) Light delivery vehicle	km	1 650		
	(b) Flatbed truck	km	1 650		
	(c) Dump truck	km	1 650		
	(d) Other vehicles	km	1 200		
C1.2.10	Dispute Adjudication Board (DAB)				
BC 1.2.10	Protection, Removal, Realignment and Replacement of services				
	(a) Utility Services	Prov sum	01	150 000,00	150 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of item BC1.2.10(a)	%			
BC 1.2.11	(i) Laboratory Tests for Engineer's Quality Assurance/ Acceptance control	Prov Sum	1	7 500 000,00	7 500 000,00
	(ii) Contractor's handling cost and profit in respect of sub-item BC1.2.11(i)	%			
BC1.2.12	(i) Site Surveyor for Engineer's quality assurance/acceptance control	Prov Sum	1	1 000 000,00	1 000 000,00
	(ii) Contractor's handling cost and profit in respect of Sub-item BC1.2.12(i)	%			
BC1.2.13	(i) Occupational Health and Safety Agent for Engineer's quality assurance/acceptance control	Prov Sum	1	600 000,00	600 000,00
	(ii) Contractor's handling cost and profit in respect of Sub-item BC1.2.13(i)	%			
BC1.2.14	(i) Environmental Compliance agent for Engineer's quality assurance/acceptance control	Prov Sum	1	400 000,00	400 000,00
	(ii) Contractor's handling cost and profit in respect of Sub-item BC1.2.14(i)	%			
BC1.2.15	(i) Portion of works identified to be completed by local subcontractors inline with section B of the BOQ.	Prov Sum	1	31 034 930,08	31 034 930,08
	(ii) Contractor's handling cost and profit in respect to Sub-item BC1.2.15(i)	%			
Total Carried Forward To Summary					

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Estimate

CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS					
Item	Description	Unit	Quantity	Rate	Amount R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	Lump sum	01		
C1.3.1.3 (b)	Time-related obligations	month	30		
C1.3.2	Contract sign boards	m²	48		
Total Carried Forward To Summary					R -

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Estimate

FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m²	170		
C1.4.1.2	Laboratories	m²	160		
C1.4.1.3	Open concrete working floors and verandas	m²	240		
C1.4.1.4	Roofs over open concrete working floors and verandas	m²	240		
C1.4.1.5	Store rooms inside the laboratory	m²	10		
C1.4.1.6	Car ports	No	06		
C1.4.1.7	Ablution unit (equipped as specified)	No	01		
C1.4.1.9	Kitchen unit (equipped as specified)	No	01		
C1.4.1.13	Rented housing paid for by the Contractor	Prov sum	01	300000	R 300 000,00
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%			
C1.4.2	Items measured by area:				
C1.4.2.1	Shelving as specified, complete with brackets	m²	25		
C1.4.2.2	Work benches with a concrete slab top	m²	30		
C1.4.2.3	Work-benches with a wooden top	m²	24		
C1.4.2.4	Constant-temperature baths of concrete and / or plastered brick	m²	05		
C1.4.2.5	Concrete footings and pedestals for laboratory equipment	m²	04		
C1.4.2.6	Roller blinds, opaque type	m²	60		
C1.4.2.7	Venetian blinds	m²	30		
C1.4.2.8	Notice boards	m²	04		
C1.4.2.9	White boards	m²	04		
C1.4.2.10	Galvanised wire mesh fencing for store rooms	m²			
C1.4.2.11	Galvanised wire mesh store room gate with a padlock	m²			
C1.4.3	Items measured by number:				
C1.4.3.1	Office swivel chair	No	06		
C1.4.3.2	Office chair	No	30		
C1.4.3.3	Draughtsman's stool	No	02		
C1.4.3.4	Laboratory high chair	No	06		
Total Carried Forward					

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Estimate

FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	04		
C1.4.3.6	Typist desk (L-shaped)	No	02		
C1.4.3.7	Drawing table	No	05		
C1.4.3.8	Conference table	No	01		
C1.4.3.9	Bookcase	No	03		
C1.4.3.10	Filing cabinet	No	03		
C1.4.3.11	General purpose steel cabinet with shelves	No	03		
C1.4.3.12	Wall mounted pivot plan filing system	No	02		
C1.4.3.13	220 / 250 volt power outlet plug point	No	56		
C1.4.3.14	400 / 231 volt 3-phase power outlet plug point	No	03		
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No	24		
C1.4.3.16	Single 1 500 mm, 22 watt LED tube ceiling light	No	08		
C1.4.3.17	11 watt compact fluorescent bulb ceiling light	No	05		
C1.4.3.18	7 watt LED bulb ceiling light	No	09		
C1.4.3.19	Wash-hand basin	No	02		
C1.4.3.20	Laboratory basin	No	04		
C1.4.3.21	Extractor fan	No	01		
C1.4.3.22	Fume cupboard	No	01		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	09		
C1.4.3.24	Air-conditioning unit	No	06		
C1.4.3.25	Heater	No	06		
C1.4.3.26	Concrete specimen curing bath	No	01		
C1.4.3.27	Waste paper basket	No	10		
C1.4.3.28	UPS / Voltage stabiliser	No	10		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	04		
C1.4.3.30	A4 colour printer, copier, scanner	No	02		
C1.4.3.31	Rain gauge	No	03		
C1.4.3.32	Minimum / maximum atmospheric temperature gauge	No	03		
C1.4.3.33	Digital thermometer	No	09		
C1.4.3.34	Mobile outdoor weather station	No	01		
C1.4.3.35	3,0 m aluminium straight edge complete with two measuring wedges	No	09		
C1.4.3.36	Measuring wheel	No	03		
C1.4.3.37	First aid kit	No	08		
Total Carried Forward					

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FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.3.38	Standpipe complete with 30 m of 19 mm dia. heavy duty hose pipe	No	01		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	PC sum	01	96 000,00	96 000,00
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%			
C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	PC sum	01	40 000,00	40 000,00
C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%			
C1.4.4.7	The provision of paper and ink for a combination colour printer / copier / scanner	PC sum	01	40 000,00	40 000,00
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%			
C1.4.4.9	The provision of a complete 220 / 250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	01	40 000,00	40 000,00
C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%			
C1.4.4.11	The provision of a complete 440 / 231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	01	40 000,00	40 000,00
C1.4.4.12	Handling costs and profit in respect of item C1.4.4.11	%			
C1.4.4.13	Provision of a 440 / 231 volt three phase electricity generator if electricity from a power supply authority is not available on site	PC sum	01	40 000,00	40 000,00
C1.4.4.14	Handling costs and profit in respect of item C1.4.4.13	%			
C1.4.4.15	The provision of all gas installations required at the site offices, laboratories and at the Engineer's staff accommodation (if required), including gas storage cylinders, tubing, regulators, gas burners and shut-off cocks	PC sum	01	25 000,00	25 000,00
C1.4.4.16	Handling costs and profit in respect of item C1.4.4.15	%			
C1.4.5	Services at site offices, laboratories and site accommodation:				
C1.4.5.1	Fixed costs	Lump sum	01		
C1.4.5.2	Running costs	month	30		
C1.4.6	Office staff:				
C1.4.6.1	Secretary / receptionist	month	30		
C1.4.6.2	Technical assistant	month	30		
C1.4.7	Site inspection transport:				
Total Carried Forward					

Estimate

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.7.1	Provision of a bus, mini-bus or combi van for site inspection purposes (Mini bus or LDV)	per day	30		
C1.4.7.2	Travel on site	km	2 580		
C1.4.8	Site security measures for the Engineer's facilities:				
C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	Lump sum	01		
C1.4.8.2	Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	Month	30		
C1.4.8.3	Supply and installation of all required security measures at the Engineer's site accommodation	Lump sum	01		
C1.4.8.4	Provision of security guards / watchmen and an armed response service at the Engineer's site accommodation	Lump sum	30		
Total Carried Forward To Summary					

Heilbron - Sasolburg

Estimate

ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.2	Accommodation of vehicular traffic	month	30		
C1.5.4	The applicable payment items required for the construction of temporary deviations shall be taken from the relevant chapters and sections in Chapters 1, 3, 5, 9 and 10 and inserted into the Pricing Schedule here. Each payment item for the construction of temporary deviations shall be preceded by the main payment item number C1.5.4 / followed by the payment number for the applicable payment item	km	43		
C1.5.4	Construction of temporary deviations				
C1.5.4 / C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
(a)	0m to 1.5m	m ³	450		
C1.5.4 / C3.2.3.2	Concrete pipe culverts: On Class B bedding 750mm diameter, class 100D	m	200		
C1.5.4 / C5.1.1	Roadbed construction and compaction:				
C1.5.4 / C5.1.1.1	Compaction of in-situ material to 90% of MDD	m ³	35100		
C1.5.4 / C5.3.2	Construction of pavement layers:				
C1.5.4 / C5.3.2.1 (g)	Gravel wearing course layer (150mm) compacted to 95% of MDD	m ³	48000		
C1.5.5	Maintenance of temporary deviations:				
C1.5.5.1	Grass cutting	ha	05		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kt	3 5 000		
C1.5.5.11	Other road maintenance work ordered by the Engineer	Prov sum	01		
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%			
C1.5.6	Removal of temporary deviations	km	70		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (800 x 200)	No	2 800		
	(b) Double sided, reversible left or right (800 x 200)	No	2 200		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	70		
C1.5.7.3	Flagmen	man-shift	1 2 000		
C1.5.7.4	Traffic controllers	man-shift	4 060		
C1.5.7.5	Provision of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:	No	12		
	(i) 900 mm wide x 150 mm high	No	12		
	(ii) 1 200 mm wide x 200 mm high	No	12		
	(e) Mobile variable message sign	No	02		
C1.5.7.6	Maintenance of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (a pair of two lights mounted on a separate backing board)	month	30		
	(b) Flashing LED illuminated arrow board	month	30		
Total Carried Forward					

Helbron - Sasolburg
Estimate

ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(c) Illuminated road sign – R & TR series (diameter indicated)	month	30		
	(d) Illuminated road sign – TW series (length of sides indicated)	month	30		
	(e) Mobile variable message sign	month	30		
	(f) Mobile variable message sign with a speed measuring and display capability	month	30		
C1.5.7.7	Traffic calming devices:				
	(a) 25 mm high x 100 mm wide asphalt rumble strips	m	160		
	(b) 50 mm high x 500 m wide asphalt rumble strips	m	160		
	(c) 150 mm high x 3 m wide asphalt speed control humps	m	250		
C1.5.7.8	Traffic control stations	month	30		
C1.5.7.9	Cleaning of traffic control facilities	month	30		
C1.5.8	Traffic safety officer	man-month	30		
C1.5.9	Traffic safety vehicle	month	30		
C1.5.10	Tow trucks:				
C1.5.10.1	Provision of a tow truck on call for light vehicles weighing less than two tonnes	month	30		
C1.5.10.2	Provision of a tow truck on call for heavy vehicles weighing two tonnes or more	month	30		
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No	20		
C1.5.11.2	Provision of hard hats for visitors	No	15		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	Prov sum	01	1 000 000,00	1 000 000,00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%			
Total Carried Forward To Summary					

Heilbron - Sasolburg

Estimate

CLEARING AND GRUBBING

Item	Description	Unit	Quantity	Rate	Amount R
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	12		
C1.6.2	Grubbing:				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	12		
Total Carried Forward To Summary					

Heilbron - Sasolburg

Estimate

LOADING AND HAULING

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.1	Loading:				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m³	269 370,00		
C1.7.2	Hauling:				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
	(a) Soil, gravel, crushed stone and pavement layer material	m³-km	1 238 740,00		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m³-km	200 000,00		
	(b) Soil and gravel material	m³-km	240 000,00		
	(c) Boulders and hard material	m³-km	311 600,00		
Total Carried Forward To Summary					R -

Hellbron - Sasolburg
Estimate

BORROW MATERIALS					
Item	Description	Unit	BILLED	Rate	Amount R
C4.1	BORROW MATERIALS				
C4.1.2	Additional material investigations during the supplementary exploration:				
C4.1.2.1	Cost of additional trial pits and / or drilling and laboratory testing	prov sum	1,00	1 000 000,00	1 000 000,00
C4.1.2.2	Handling costs and profit in respect of item C4.1.2.1	%	1 000 000,00		
C4.1.4	Removing of the overburden:				
C4.1.4.1	In borrow pits	m³	1 000,00		RATE ONLY
C4.1.5	Excavating of materials in the borrow pits and quarries, material obtained from:				
C4.1.5.1	Soft excavation	m³	20 000,00		RATE ONLY
C4.1.5.4	Hard excavation (other than by blasting)	m³	9 000,00		RATE ONLY
C4.1.5.5	Hard excavation (by blasting)	m³	96 492,00		RATE ONLY
C4.1.15.2	Finishing of the borrow pit and quarry areas, and the stockpile sites using labour enhanced methods of construction:				
	(a) Borrow pits (all borrow pits separately)	ha	2,00		RATE ONLY
C4.1.6	Providing crushing, screening and related plants				
	Multiple-stage crushing and screening plant	No	1,00		RATE ONLY
C4.1.7	Producing the material by				
C4.1.7.3	Multiple-stage crushing including screening	m³	96 492,00		RATE ONLY
Total Carried Forward To Summary					R 1 000 000,00

Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	Pavement layer material:				
	(a) Type G1 crushed stone base course material	m³	56 760,00		
	(b) Type G2 crushed stone base course material	m³	39 732,00		
	(c) – (e) Type G5a material	m³	7 000,00		
	(c) – (f) Type G7 material (bring back borrow material)	m³	2 000,00		
	(p) Natural or crushed gravel material for an unsealed shoulder layer	m³	14 500,00		
C4.4.4	Cementitious stabilising agents				
C4.4.4.1	Cement	tons	4 767,84		
Total Carried Forward To Summary					
					R

Heilbron - Sasolburg
Estimate

ROAD PAVEMENT LAYERS					
Item	Description	Unit	Quantity	Rate	Amount R
C5.3	ROAD PAVEMENT LAYERS				
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No	8,00		
C5.3.2	Construction of pavement layers:				
C5.3.2.1	Construction of layers using conventional construction methods:				
	(h) Gravel shoulder layer (150mm) compacted to 95 % of MDD	m³	24 700,00		
	(l) Upper subbase gravel layer (chemically stabilised) (250mm thickness) compacted to 95 % of MDD	m³	90 300,00		
	(aa) G1 crushed stone base layer (150mm) compacted to 88 % of AD (Category A / B roads)	m³	56 760,00		
C5.3.9	Construction of a trial section:				
C5.3.9.1	Construction of a trial section using conventional methods of construction:				
	(c) Crushed stone base layer (layer thickness indicated) trial section	m³	500,00		
Total Carried Forward To Summary					
					R -

Heilbron - Sasolburg

Estimate

					STABILISATION
Item	Description	Unit	Quantity	Rate	Amount R
C5.4	STABILISATION				
C5.4.2	Chemical stabilisation:				
C5.4.2.1	Chemical stabilisation (250mm) of pavement layers (compacted to 97% of modified AASHTO Density)	m³	90 300,00		
C5.4.5	Cementitious stabilisation agents for pavement layers:				
	(a) cement (for pavement layers)	t	4 767,84		
C5.4.7	Bituminous stabilisation of pavement layers:				
C5.4.7.1	Bituminous stabilisation (250mm thick) of pavement layers (layer to be indicated)	t	677 250,00		
C5.4.8	Bituminous stabilisation agent:				
C5.4.8.1	60 % anionic emulsion	t	-		
C5.4.8.2	60 % cationic emulsion	t	-		
C5.4.10	Provision and application of water for curing	kl	40 000,00		
C5.4.11	Curing by covering with the subsequent layer	m²	344 000,00		
C5.4.12	Curing with a membrane (type of material to be specified):				
C5.4.14	Trial section for a chemically stabilised layer	m²	420,00		
C5.4.15	Trial section for a bituminously stabilised layer (250mm thick)	m²	1 070,00		
Total Carried Forward To Summary					R -

Heilbron - Sasolburg
Estimate

RECONSTRUCTION OF PAVEMENT LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS				
C5.5.1	Compiling and implementing M&U plans for the reconstruction of an existing road pavement	No	8,00		
C5.5.3	Construction equipment for sampling of in-situ material for mix design procedure	No	10,00		
C5.5.4	Sampling of in-situ material for mix design procedure	No	10,00		
C5.5.5	Construction of a trial section using a recycler	m³	427,00		
C5.5.6	Construction of a trial section using conventional construction equipment	m³	300,00		
C5.5.8	Pre-pulverising material in the existing pavement:				
C5.5.8.1	Asphalt wearing course (40mm depth)	m³	5 000,00		
C5.5.8.2	Crushed stone base (150mm depth)	m³	54 180,00		
C5.5.15	In-situ reconstruction of a pavement layer using a recycler to construct a stabilised subbase layer:				
C5.5.15.1	Chemically stabilised subbase layer compacted to 97 % of MDD:				
	(b) Using cemented material compacted to 250mm thick	m³	90 300,00		
C5.5.18	In-situ reconstruction of a pavement layer using conventional construction equipment to construct a stabilised subbase layer:				
C5.5.18.1	Chemically stabilised subbase layer compacted to 97 % of MDD:				
	(d) Using pre-pulverised material (as per item C5.5.8) compacted to 250 mm thick	m³	54 000,00		
Total Carried Forward To Summary					

Heilbron - Sasolburg
Estimate

					PRIME COAT
Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.3	Inverted bitumen emulsion	ℓ	352 600,00		
C8.1.2	Aggregate for blinding:				
C8.1.2.1	Natural sand	m³	400,00		
C8.1.2.2	Crusher sand	m³	800,00		
C8.1.3	Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	ℓ	5 000,00		
Total Carried Forward To Summary					R -

Heilbron - Sasolburg
Estimate

COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS

Item	Description	Unit	Quantity	Rate	Amount R
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS				
C8.2.1	Cover sprays, fog sprays and rejuvenation sprays:				
C8.2.1.2	60 % Anionic stable grade emulsion:				
	(a) Indicate dilution (diluted 50% emulsion /50% water)	ℓ	176 300,00		
Total Carried Forward To Summary					R -

Heilbron - Sasolburg

Estimate

					TEXTURE TREATMENT
Item	Description	Unit	Quantity	Rate	Amount R
C8.3	TEXTURE TREATMENT				
C8.3.1	Texture treatment:				
C8.3.1.1	Application of slurry for texture improvement, applied by hand (indicate aggregate grade, type of emulsion, filler type)	m²	530,00		
C8.3.1.2	Application of slurry for texture improvement, applied by spreader box (indicate aggregate grade, type of emulsion, filler type)	m²	200,00		
Total Carried Forward To Summary					

Heilbron - Sasolburg
Estimate

Item	Description	Unit	BILLED	Rate	ASPHALT LAYERS
					Amount R
C9.1	ASPHALT LAYERS				
C9.1.1	Asphalt mix designs:				
C9.1.1.1	Stone skeletal mixes:				
	(a) Continuously graded base or surfacing (AE1)	Lump sum	1,00		
C9.1.2	Construction of trial sections:				
C9.1.2.1	Asphalt layers (Continuously graded, 40mm layer thickness and placing by paver))	m²	1 500,00		
C9.1.3	Application of bond coat:				
C9.1.3.1	Stable – grade 30 % net bitumen emulsion as specified. Applied with a calibrated distributor	ℓ	1 650,00		
C9.1.5	Asphalt surfacing:				
C9.1.5.1	New construction:				
	(a) Stone skeletal mix – continuously graded as defined (40mm layer thickness, AE1 binder type)	m²	8 000,00		
C9.1.6	Extra over pay items C.9.1.4.1 and C.9.1.5.1 for placing small quantities of asphalt of less than 10 tons specially produced as specified in terms of Clause A9.1.7.1d)	t	300,00		
C9.1.13	Coring of asphalt layers:				
C9.1.13.1	100 mm diameter	No	10,00		
C9.1.14	Surface regularity testing as described in Clause A9.1.8.4:				
C9.1.14.1	Establishment of equipment: Inertial laser Profilometer or ARRB Walking or Face Dipstick	No	4,00		
C9.1.14.2	Profiler Surveys utilising equipment as specified - Base layers and surfacing layers	km	19,00		
Total Carried Forward To Summary					R0,00

Heilbron - Sasolburg
Estimate

GENERAL REQUIREMENTS FOR SURFACE TREATMENTS					
Item	Description	Unit	Quantity	Rate	Amount R
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.3	Multiple stone seals including a cover spray, if specified using:				
C10.1.3.1	20 mm and 10 mm aggregate (Grade 1 Aggregate and Class S-E1 modified binder)	m²	344 000,00		
C10.1.4	Embargo period effects:				
C10.1.4.1	Re-establishment of sealing team after embargo period	Lump sum	2,00		
C10.1.4.2	Extra-over for sealing during the specified embargo period (Grade 1 Aggregate and Class S-CE1 winter grade modified binder)	m²	9 000,00		
C10.1.9	Bituminous binder variations:				
C10.1.9.11	Precoating fluid (state type)	ℓ	8 900,00		
C10.1.10	Aggregate variation (state grade):				
C10.1.10.3	10 mm aggregate	m³	1 558,00		
C10.1.10.5	20 mm aggregate	m³	3 050,00		
C10.1.11	Application of cover spray:				
C10.1.11.2	60 % Diluted Anionic stable-grade emulsion (dilution in 50% emulsion / 50% water)	ℓ	320 000,00		
C10.1.12	Application of cover spray by hand:				
C10.1.12.2	60% Diluted Anionic Stable-grade emulsion (dilution in 50% emulsion / 50% water)	ℓ	4 500,00		
C10.1.13	Precoating of aggregate using a dedicated plant:				
C10.1.13.1	Product containing low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	2 000,00		
C10.1.13.2	Product containing no low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	2 000,00		
Total Carried Forward					

Kroonstad Virginia
Estimate

GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C10.1.26	Trial sections for all seal types specified (20/10mm seal type)	Lump sum	2,00	150 000,00	
Total Carried Forward To Summary					

Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
C11.9.1	Finishing the road and road reserve:				
C11.9.1.1	Dual carriageway road	km	43,00		
Total Carried Forward To Summary					

Heilbron - Sasolburg

Estimate

GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

Item	Description	Unit	BILLED	Rate	Amount R
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT				
G10.01	Project Liaison Committee costs	Prov sum	1,00	50 000,00	50 000,00
	(a) Handling cost and profit in respect of Item G10.01 above	%	50 000,00		
G10.02	Community Liaison Officer salary	Prov sum	1,00	40 000,00	40 000,00
	(a) Handling cost and profit in respect of Item G10.02 above	%	40 000,00		
G10.03	Training:				
	(a) General training of potential ABE™s	Prov sum	1,00	50 000,00	50 000,00
	(b) Training of the temporary workforce:				
	(i) Technical training	Prov sum	1,00	200 000,00	200 000,00
	(ii) Covid-19/ HIV/ AIDS training	Prov sum	1,00	120 000,00	120 000,00
	(iii) OHS Training	Prov sum	1,00	120 000,00	120 000,00
	(c) Handling cost and profit in respect of Items G10.03 (a) (b) (i) (ii) (iii)	%			
G10.05	Provision and maintenance of the SMME support office	month	30,00	50 000,00	1 500 000,00
G10.06	Penalties				
	(Refer to Part C3.7 : Guidelines for subcontracting and labour enhancement for the calculation of penalties)				
Total Carried Forward To Summary					

SUMMARY OF SECTIONS		
Chapter	Description	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.4	FACILITIES FOR THE ENGINEER	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C1.7	LOADING AND HAULING	
C4.1	BORROW MATERIALS	
C4.4	COMMERCIAL MATERIALS	
C5.3	ROAD PAVEMENT LAYERS	
C5.4	STABILISATION	
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS	
C8.1	PRIME COAT	
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS	
C8.3	TEXTURE TREATMENT	
C9.1	ASPHALT LAYERS	
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT	
	TOTAL FOR SCHEDULED ITEMS CARRIED FORWARD - SUMMARY	
	10% Contingencies	
	Subtotal	
	CPA (/Applicable) 5%	
	SUBTOTAL	
	Add 15% VAT	
Tender Sum		