

INVITATION TO BID

REQUEST FOR BID DESCRIPTION:

**REPAIRS AND REHABILITATION OF VARIETY OF ASPHALT TEST TRACKS AT
GEROTEK TEST FACILITIES**

COMPULSORY BIDDER'S BRIEFING

GEROTEK TEST FACILITIES will hold a compulsory bidder briefing session:

VENUE	ADDRESS	DATE	TIME
GEROTEK TEST FACILITIES	Gerotek Test Facilities, Plot 171, WF Nkomo Street, Elandsfontein, Pretoria West.	11 February 2025	12h00 noon

PLEASE REMEMBER TO BRING IDENTIFICATION DOCUMENTS FOR ACCESS AT THE SECURITY GATE

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NOTE:

Kindly register on the National Treasury's Central Supplier Database (CSD) via www.csd.gov.za

Bids must ONLY be submitted in hard copy; electronic bid submissions are NOT acceptable.

RETURNABLE DOCUMENTS CHECKLIST

Bidders are required to develop a returnable schedule annexure in accordance with the following table of contents

	List of documents required.	Submitted [Yes or No]	
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes ☐	No ☐
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes ☐	No ☐
3.	Copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents.	Yes ☐	No ☐
4.	Copy of the Joint Venture / Consortium Agreement duly signed by all parties	Yes ☐	No ☐
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	Yes ☐	No ☐
6.	Valid proof of BBBEE status for the bidder and its sub-contractor(s)	Yes ☐	No ☐
7.	Designated sectors: Local production and content. (Where applicable)	Yes ☐	No ☐
8.	Originally certified copy of Identity Document for the Company representative	Yes ☐	No ☐
9.	Copy of latest audited financial statements	Yes ☐	No ☐
10.	Bid conditions acceptance form on KD17	Yes ☐	No ☐

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR)

Company registration: 1968/008611/06 Vat registration: 4500101169

REQUEST FOR BID: R&D/GER-2024/002

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am on 4 March 2025 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to:
- The Manager: R&D Procurement Secretariat
 Armscor SOC Ltd
- Postal address: Armscor SOC Ltd
 Private Bag X337
 Pretoria
 0001
- Delivery address: Armscor Head Office
 Armscor: R&D Bid Box; Visitors' Entrance (Block 8)
 370 Nossob Street
 Erasmuskloof Ext 4
 Pretoria
- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to
R&D Procurement Secretariat.
E-mail Address: abtenders@armscor.co.za
Facsimile address: (International) +27 12 428 3109
Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bid proposals to remain valid for acceptance for a period of **ONE TWENTY (120) days** counted from the closing date.

NOTE: Bids for the supply of the goods and/or services described in the attached documents are invited in accordance with the provisions of the General Conditions of Contract (A-STD-0020) Issue 5 dated 22 June 2022 as well as any special condition contained in these documents. Copies of the General Conditions of Contract and the Rules of Procedure are available on Armscor's website at www.armscor.co.za.

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with an 'X' in an appropriate box.	
Individual Bidder	
Joint Venture	
Consortium	
Using Sub-contractors	
Other	

Only fill the relevant category:

If individual bidder, indicate the following:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of Individual Bidder supply ID document for local and if foreigner supply passport number or identification as applicable in that country	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

If Joint Venture or Consortium, indicate the following: (To be completed for each JV/Consortium member)	
Name of Joint Venture / Consortium	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of Individual Bidder supply ID document for local and if foreigner supply passport number or identification as applicable in that country	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

If using subcontractors, indicate the following:	
Name of Prime -Contractor	
Percentage Value to be subcontracted	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
Subcontractor Details:	
Name of Subcontractor	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents for both Prime and Sub-Contractors:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of Individual Bidder supply ID document for local and if foreigner supply passport number or identification as applicable in that country	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Other:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of Individual Bidder supply ID document for local and if foreigner supply passport number or identification as applicable in that country	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Declaration:

I, as the duly authorized representative of the bidder hereby authorize Armscor to request, investigate and process company information including tax compliance via the SARS website.

.....
Name

.....
ID number

BID CONDITIONS ACCEPTANCE FORM**Bidders shall complete and sign this bid conditions acceptance form**

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the A-STD-0020 Issue 5 dated 22 June 2022 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the period stipulated above;
2. that if my/our bids is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Armscor, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 5 dated 22 June 2022, the contents of which I/we acknowledge ourselves to be acquainted with.

I/We choose as domicilium citandi et executandi in the Republic

.....

.....

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

SUPPLIER REGISTRATION

- 1.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction Note 3 of 2016/17.
- 1.2 Bidders must electronically register for Security on Armscor website to be considered for orders which are administered by Armscor SOC Ltd on Behalf of clients.

For more information on security registration contact: -

The Security Registration
Private Bag X337
PRETORIA
0001

E-mail: - register@armscor.co.za

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. Bidders should check the numbers of the pages correspond with the table of contents as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.
2. **All bidders shall -**
 - 2.1. insert their name at the top of each price schedule form used (a rubber stamp may be used);
 - 2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);
 - 2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;
 - 2.4. indicate the prices quoted in the units shown and quote them per item;
 - 2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.6. complete all appendices.
3. **Value-added tax, customs duties, *ad valorem* customs duties and surcharges:**
 - 3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.
 - 3.2. Where supplies are quoted which are subject to levying of any customs duty, *ad valorem* customs or excise duty or surcharge by the Department of Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, *ad valorem* customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire
4. **Security:**
 - 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
 - 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. **Advance payments:**

Bidders shall furnish the price without advance payment.

6. **Performance Guarantee:**

Armcor reserves the right to request the successful bidder to submit a performance guarantee for the proposed contract. Bidders must submit prices without provision for the performance guarantee as well as prices including the cost of such a guarantee.

7. **Commissions:**

If any commission is payable by yourself to any person(s) or body as a result of any order which may arise from this Request for Proposal, you must submit full details of the applicable person(s) or body and the amount payable, with this bid.

8. **Tax Compliance Requirements**

It is a condition of bid that the successful bidder MUST be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

8.1 In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.

8.2 SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.

8.3 The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armcor to use the PIN code for verification of tax compliance status of the supplier.

8.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.

8.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

8.6 Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

NOTE: Armcor Suppliers /Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

9. **Tax Compliance**

The conditions detailed in the Instruction for Application for Tax Compliance (KD 25) must be adhered to. Armcor Suppliers /Bidders must remain tax compliant for the duration of their contracts.

10. Defence Industrial Participation and National Industrial Participation**10.1 The DIP value threshold of foreign content is based on:**

Any single agreement of which the foreign content exceeds USD 2 million; Multiple main agreements concluded within two years of each other, within the framework of a specific project or across different projects, for same and or similar products or services, awarded to the same Seller of which the aggregate value of the foreign content exceeds USD 2 million; Extensions or amendments to the main agreement within the active life of the agreement, which result in the aggregate foreign content value of the project exceeding USD 2 million; Where multiple suppliers are used to address a single Defence Acquisition for the same products or services and the value of the foreign content, in total, exceeds USD 2 million, each supplier shall incur pro rata 50% of the total DIP obligation.

10.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.**11. Mandatory local production and content for designated sectors****11.1 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.****11.2 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.**

12. **Awarding of Bids**

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

The applicable points are:

Price: (Pp)	80 Points
Specific Goals	20 Points
Total:	100 Points

The following formula will be used to calculate the points in respect of a bid up to a rand value of R50 000 000, 00 (all applicable taxes included).
(Armscor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

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

80/20

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

Where

P _s	=	Points scored for price of bid under consideration
P _t	=	Price of bid under consideration
P _{min}	=	Price of lowest acceptable bid

BID NUMBER : R&D/GER-2024/002
CLOSING AT 11:00 ON : 19 February 2025

VALIDITY**PERIOD: 120 DAYS****NAME OF BIDDER :**

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Repairs and Rehabilitation of Variety of Asphalt Test Tracks at Gerotek Test Facilities as per the Bill of Quantities. Transfer Total from Appendix C: C.2.3 Summary of Pricing Schedule	1			
	Transformation Requirements Black Equity Ownership – 35% applicable Subcontracting – applicable Specific Goals applicable: Advancement of Local Content and Production (100% Cement Sector) Objective Criteria – not applicable				
TOTAL (VAT EXCLUDED)					
VAT					
TOTAL (VAT INCLUDED)					

NOTE: TRANSFER THE TOTAL PRICING FROM SUMMARY IN THE BOQ APPENDIX C INTO THE KD17

Before the commencement of any additional task, the Contractor shall submit a Work Authorisation Request which **shall** be duly signed by the Contractor, the User Representative, the Armscor Project Manager and a representative of Quality Assuror. In addition, all Work Authorisation Requests **shall** be approved by the Armscor Divisional Head:Gerotek Division or their duly authorised representative.

1. Delivery address:
 2. * Period required for commencement of delivery, after receipt of order:
 3. * Rate of delivery:
 4. * Period required for completion of order, after receipt thereof:
- * Must be completed by bidder if not completed by Armscor

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**ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)**

QUESTIONNAIRE

REPLIES

- 1 What is the request for bid number?
- 2 If applicable: Price basis of bid
(delivered into store)
- 3 Indicate which of the following applies:
- 3.1 The prices are fixed. ☐
- 3.2 The prices are not fixed (NB: ☐
- 4 The delivery period shall be fixed

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED, THE QUESTIONS BELOW MUST BE ANSWERED.

- 5 Foreign contents:
- 5.1 What amount in foreign currency must be remitted overseas?
- 5.2 What is the rate of exchange used in converting the amount into ZAR1, 00=.....
SA Rand and the date on which this is based? Date
- 6 Statutory costs:
- 6.1 Are the goods quoted on subject to customs duty,
ad valorem customs or surcharge?
- 6.2 If so, what is the amount payable in respect of
- a) Customs duty?
- b) Ad valorem customs duty?

-2 and last-**PRICE BREAKDOWN**

7. The following particulars must be furnished, failure of which may invalidate the bids.

		AMOUNT	% OF TOTAL PRICE
7.1	FOB/FCA cost of item		
7.2	Sea/Air freight		
7.3	Insurance charges		
7.4	Clearance charges		
7.5	Customs duties		
7.6	Ad valorem customs duties		
7.7	Delivery costs from port/airport to your premises		
7.8	Local content (excluding (10.10)		
7.9	Delivery costs from your premises into store		
7.10	Balance (detail to be submitted)		
	TOTAL		

BROAD-BASED BLACK ECONOMIC EMPOWERMENT

ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
COTS	Commercial Off The Shelf
EME	Exempted Micro Enterprises
MOTS	Military Off The Shelf
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditations Systems

1. **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000**

- 1.1 The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.
- 1.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)
- 1.3 Preference points for this bid shall be awarded for:

Price	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed	100
- 1.4 **Bidders who do not submit valid proof of Specific Goals claim will score zero (0).**

2. **ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS**

2.1 **Specific Goals**

- 2.1.1 The preference points that will be awarded in terms of the specific goals with regards to procurement processes shall be as follows (one table will be applicable for each bid):

TABLE B : Advancement of Local Content & Production

	Advancement of entities with local manufacturing capabilities for designated sectors	90/10 preference points system	80/20 preference points system
1.	Full compliance to the applicable minimum threshold for local content & production	2	4
2.	Non-compliance to the applicable minimum threshold for local content & production	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

3. PRINCIPLES

3.1 Valid proof of B-BBEE status is either of the following:

3.1.1 A B-BBEE Sworn Affidavit fully completed and

3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)

3.1.1.2 Does not contradict itself (% black ownership matches compliance level)

3.1.1.3 Commissioner of Oaths credentials and signature are reflected.

3.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency.

3.1.3 An entity submitting an unincorporated Joint Venture / Consortium must attach a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.

3.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.

3.2 Local content and production

3.2.1 The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the link below.

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

3.2.2 The bidder shall submit with the Bid documents a completed Annexure C, D & E and an Exemption letter from the dtic and a letter from the manufacturer.

3.3 Locality

3.3.1 The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).

3.3.2 In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.

3.3.3 In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.

3.3 Sub-Contracting

3.3.1 It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from R10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.

3.3.2 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contracted activities or work..

3.3.3 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

3.4 Ownership

3.4.1 In accordance with the provisions of the Defence Sector Code, it is a requirement of Armscor that all suppliers that do business with Armscor should achieve at least 35% black equity ownership and will be included as a bid condition where applicable.

3.5 Verification of bidders information

The Armscor Transformation Division reserves the right to require a bidder and/or its sub-contractor(s) to substantiate any claim at any stage in the bidding process to verify and confirm the specific goals claim of the bidder and/or its sub-contractor(s).

3.6 SPECIAL REQUIREMENTS

Special Requirements will be negotiated with the preferred bidder and the bidder will not be disqualified.

3.6.1 Black equity ownership

3.6.1.1 Minimum Black Equity Ownership of 35%: The Bidder shall at least have a 35% Black Equity Ownership.

3.6.1.2 The bidder shall either submit a valid BEE Certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate or a completed BBBEE Sworn Affidavit as proof of compliance.

3.6.1.3 Note for Joint Ventures: If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

3.7 The Armscor BBE Division reserves the right to require a bidder and/or its sub-contractor(s) to substantiate any claim at any stage in the bidding process to verify and confirm the B-BBEE status of the bidder and/or its sub-contractor(s).

B-BBEE DECLARATION

1. Confirmation of the Bidder’s Turnover

Name of the Bidder			
Registration Number			
Financial Year End			
Turnover (As at the latest financial year end)	R	Period Starting (Day, Month, Year)	
		Period Ending (Day, Month, Year)	

2. Confirmation of Subcontractors involved in the execution of the order:

Bidder	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
Subcontractors	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
2.			
3.			

*Percentages of the bid value which will be subcontracted including main contractor must add up to 100%.

3. Confirmation of Suppliers involved in the execution of the order:

Supplier’s name	% Black Ownership	B-BBEE status	% Value to be Supplied
1.			
2.			
3.			
4.			
5.			

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

-2 and last-**3. DECLARATION**

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

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

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

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Credentials and Signature	Signature
Date	Date

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

ANNEXURE 2 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black people living with disabilities % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) to R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR							
BID NUMBER:	R&D/GER-2024/002	CLOSING DATE:	4 MARCH 2025	CLOSING TIME:	11h00		
DESCRIPTION	REPAIRS AND REHABILITATION OF VARIETY OF ASPHALT TEST TRACKS AT GEROTEK TEST FAILITIES						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :							
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms MN Mphela			CONTACT PERSON	Ms MN Mphela		
TELEPHONE NUMBER	012 428 2199			TELEPHONE NUMBER	012 428 2199		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	mapulem@armscor.co.za			E-MAIL ADDRESS	mapulem@armscor.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ 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]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

ANNEXURE 1 TO KD25

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

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

SIGNATURE OF BIDDER:

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

DATE:

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

Intellectual Property (or “IP”) means the result or outcome of human creative effort as typically, but not exclusively, manifested and embodied in or taking the form of data items or documents.

IP typically includes design and mental activities, e.g.:

- Bills of Material (BOM’s)
- Instructions,
- Reports,
- Specifications,
- Interface designs,
- Manufacturing processes,
- Material Specifications,
- Processes,
- Product designs,
- Re-engineering (maintenance/obsolescence),
- Software,
- Algorithms,
- Source Codes,
- System/integration designs,
- Test and Evaluation Methods, etc.

IP typically excludes Project Management activities and Hardware created/built according to a design or following a “recipe”.

1.2 How is IP manifested?

IP is typically manifested and embodied in Data Items or Documents.

“Data items or Documents” means any recorded information, however recorded, including but not limited to books, manuscripts, reports, studies, algorithms, computer software, invention descriptions, registered patents, drawings, designs, plans, analyses, calculations, standards, data packs, process documents, instructions, specifications, mathematical or simulation models, compositions, photographs, video recordings, audio recordings, reports, holographic recordings, trademarks, graphical images, etc.

NOTE:

- The document itself is not IP
- The contents of a document represent IP
- The document becomes the tangible and recordable carrier of IP

1.3 What is Background IP?

For definition, refer to A-STD-0020 “Armcor General Conditions of Contract”.

“Background IP” belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

1.4 What is Historic IP?

“Historic IP” is existing IP which was created previously, and which may serve as a basis from which to develop new Foreground IP.

1.5 What is Foreground IP?

For definition, refer to A-STD-0020 “Armcor General Conditions of Contract”.

“Foreground IP” is new intellectual property that is created during the execution of the order.

1.6 When is IP Shared or Jointly Owned or Co-owned?

For the definition, refer to A-STD-0020 “Armcor General Conditions of Contract”.

“Shared” or “Jointly Owned” or “Co-owned” IP is IP which belongs to both the DOD and a contractor, because both contributed to the cost of generation thereof. Ownership is typically (and preferably) proportional to contribution.

Historic and Foreground IP may be either

1. Wholly owned by the DOD; or
2. Shared or Jointly Owned or Co-owned between DOD or the contractor

2. IP RECORDAL REQUIREMENTS

It is a requirement that prospective suppliers provide all information about applicable Intellectual Property (IP) to the bid. Armcor will record the information on their IP System that will generate a Statement of IP which will be appended to the order. The Statement of IP will serve as a contractual agreement between Armcor and the contractor in so far as IP related matters are concerned.

The recordal requirements are further described herein and broken down to an appropriate level, as follows:

2.1 Background IP Utilised

For each Background IP Item that will be modified or utilised to generate Foreground IP in the execution of the quoted scope of work, provide the following details:

- Short IP description
- Original Supplier
- Cost of Establishment (If available)

2.2 Historic IP Utilised

For each Historical IP item that will be modified or is required as a prerequisite in the execution of the quoted scope of work, provide the following details:

- Armcor IP Number (if available)
- Short IP description
- The next information is to be provided **per order**, on which Historic IP was established:
 - Order Number on which Historic IP was generated
 - Master record index (MRI) reference
 - Original Supplier
 - Cost of Establishment
 - Percentage Ownership (DOD)
 - Associated Milestone / Line item on the order under which the IP was established

2.3 Foreground IP to be generated

For each new Foreground IP item that will be generated in the execution of the quoted scope of work, provide the following details:

- IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- Associated Milestone / Line item on the order under which the IP will be established.

Note 1: The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to properly manage such IP;

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site.

After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

3. SAFEGUARDING OF IP

3.1 IP Agreement

The IP agreement which will be embodied in the Statement of IP will be concluded with the main contractor in the name of the main contractor and will apply to the creating sub-contractor(s), who will remain the design authority for his particular IP.

3.2 Management and Safeguarding of IP

The main contractor will be responsible for the management of IP he generated during the execution of the order, as well as the management of IP generated by his sub-contractors. Upon completion of the project or order, the relevant IP will be formally transferred to the main contractor, who will then be responsible for the continued management of such IP.

The main contractor will be responsible for proper safeguarding and configuration control of IP, including off-site back-ups, as further described in various other Armscor documents, e.g. A-STD-0020 "Armscor General Conditions of Contract, K-STD-61 "Armscor Standard for Technical Contract Conditions", A-WI-014 "Armscor Security Instruction" and other documents that may be applicable.

3.3 IP Delivery

Notwithstanding 3.2 above, upon completion of the order, the main contractor will deliver all data items or documents relating to the IP generated during the execution of the order to Armscor ADAC Department.

3.4 IP Audits

Armscor is by law required to conduct an IP or intangible asset audit of all existing DOD IP every financial year. The main contractor will cooperate with Armscor's Intellectual Property Management Division and the Auditor General during the audit period and will make available all relevant information required to conduct the audit.

4. COMPLETION OF THE IP INFORMATION BY MEANS OF THE ELECTRONIC FORM

4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website (www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

- “Background IP” provides a form to capture all background IP information
- “Historic IP” provides a form to capture all historic IP information.
- “Foreground IP” provides a form to capture all foreground IP information.

4.2 Electronic Form Definitions

The column definitions as provided in the forms are as follows:

IP Name	A short descriptive name to identify the IP item.
IP Number	Armscor Number provided to Historic IP.
IP Description	An abridged description of the IP Item.
Original Supplier	The name of the supplier at which the IP item exists or was established.
Establishment Cost	The amount paid by Armscor to establish the IP Item (including VAT).
MRI Reference	The Master Record Index (MRI) or other document reference that uniquely describe the IP.
DOD Shareholding	The percentage of the IP that belongs to the DOD through Armscor
Associated Milestone/Item	The contractual milestone or item, which when completed, will define the point in time at which the IP will be established.

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

I/We, the undersigned, who warrant that I/we am/are duly authorised to do so on behalf of the firm certify that the following information is correct and complete in terms of Intellectual Property relevant to the offered scope of work. (Please circle the relevant answer)

Will Background IP be applicable during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Background IP' worksheet. Indicate each IP item as a separate line.

Will Historic IP be utilised and/or is it required as a prerequisite to execute the quoted scope of work? Yes No

If yes, state particulars by completing the 'Historic IP' worksheet for each IP item. Indicate each IP item as a separate line;

Will any of these Historic IP items be enhanced during the execution of the quoted scope of work? Yes No

If yes, also complete the 'Foreground IP' worksheet for those IP items

Will new Foreground IP be generated during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Foreground IP' worksheet for each IP item. Indicate each IP item as a separate line.

This completed form, along with all additional information, as requested above where relevant, populated on the KD27 Spreadsheet, have to be attached to the bid.

WITNESSES:

1

2

SIGNATURES OF BIDDER(S)

DATE:

ADDRESS:

**BID SPECIFICATION DOCUMENT
FOR THE
REPAIRS AND REHABILITATION OF VARIETY OF
ASPHALT TEST TRACKS AT GEROTEK TEST FACILITIES
– R&D/GER-2024-002**



RESTRICTED
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RESTRICTED

1. SCOPE

- 1.1** The Bid Specification for the Procurement of Services for the appointment of a suitably qualified contractor for Repairs and Rehabilitation of Variety of Asphalt Test Tracks at Gerotek Test Facilities.
- 1.2** Gerotek is a test facility that consists of various testing facilities. These tracks must meet minimum functional requirements (which is indicated in the scope of works). The surfacing of the track(s) (indicated in C4.1.1) no longer conform to these minimum requirements. Complete resurfacing is prescribed with a planned 50mm asphalt.

2. APPLICABLE DOCUMENTS

- 2.1** Memorandum R&D/GER/2024-002
- 2.2** User Requirement Statement for the repairs and rehabilitation of variety of asphalt test tracks at Gerotek Test Facilities dated, 08 July 2024
- 2.3** A-DOC-9046: Terms of Reference for the Bid Specification Committee issue 1 dated 1 September 2020.
- 2.4** A-PROC-9053: Supplier Sourcing Procedure issue 1 dated 1 September 2020.
- 2.5** Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations, 2022
- 2.6** A-POL-9040: Supply Chain Management Policy, Issue 1 dated 7 September 2018.
- 2.7** Armscor Transformation Practice: A-PRAC- 4011
- 2.8** Engineering report for the repairs and rehabilitation of variety of asphalt test tracks at Gerotek Test Facilities dated, 07 December 2023.
- 2.9** The Standard for Uniformity, published by Construction Industry Development Board in August 2019.
- 2.10** The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials.
- 2.11** The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)

3 RESPONSIBILITY

- 3.1** The BSC committee shall ensure that they exercise their responsibility as described in A-DOC-9046.

4 OATH OF NON-DISCLOSURE

- 4.1** All persons involved in the criteria selection panel shall complete Declaration form A-FORM-9014.

5 POTENTIAL CONTRACTOR

- 5.1** This is a competitive bidding strategy.

6 ADVERTISING PERIOD

- 6.1** The advertising period will be 21 days or more.

7 BID VALIDITY PERIOD

- 7.1** The period for which the bid is to be held valid and binding is 120 days. The 120 days shall be calculated from the closing date.

8 BID EVALUATION PROCESS

Each received bid will be evaluated in 4-stages.

STAGE 1	Critical Criteria (Appendix A)
STAGE 2	Preference Point System: 80 (Price Appendix C) / 20 (Specific goals Appendix B)
STAGE 3	Special Requirements (Appendix D)
STAGE 4	Contract Award -Special Conditions (Appendix E)

8.1 STAGE 1: Critical Criteria

- 8.1.1 Each bid will be assessed against all the Critical Criteria see **Appendix A**.
- 8.1.2 Should any bid fail to comply with any one of the critical criteria, the bid will be eliminated from further evaluation process.

8.2 STAGE 2: Preference Point System (PPS) 80 (Price) & 20(Specific Goals)

- 8.2.1 Each bid that complies with all critical criteria set above shall be further evaluated in terms of the 80/ 20 principle.
- 8.2.2 Bidders will complete the BOQ and price schedules under Appendix C.
- 8.2.3 The subtotals on the BOQ must be transferred to the KD17 page/document
- 8.2.4 The price point's allocation will be based on the total price indicated in the KD17 document including VAT.
- 8.2.5 The specific goal points will be added together with price points to determine total PPS points.
- 8.2.6 Each bid will be assessed against the specific goals using the criteria set out under the specific goals listed in **Appendix B** of this document.
- 8.2.7 The total points to be allocated for specific goals shall be 20 points.
- 8.2.8 Any bid with evidence documents that are not authentic will be scored zero out of the 20 points for specific goals.
- 8.2.9 All bids with authentic evidence documentation will be allocated points according to the criteria listed in **Appendix B**.

8.3 STAGE 3: Special Requirement

- 8.3.1 A bid that will emerge as preferred bidder after the PPS stage above will be subjected to further assessment under the special requirement stage.
- 8.3.2 Should the bid fail to comply with any of the special requirements listed under **Appendix D**, the bidder will be afforded 7 working days to submit the required evidence failing of which the bid will not be eligible for award.
- 8.3.3 The bid may only be awarded to a preferred bid that complies with all the Special Requirements.

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8.4 STAGE 4: Special Conditions

- 8.4.1 Special Contract Conditions are negotiated technical and project management stipulations that will become contractually binding on the successful Bidder. These requirements are specific to an order and are over-and-above those prescribed in the bid documentation.
- 8.4.2 Special Contract Conditions are distinct from Critical Criteria in that they do not contribute to the source selection decision. The Bidder must, however, supply the necessary proof as indicated per special condition criterion.
- 8.4.3 The preferred Bidder will be notified that he/she is the preferred bidder and contract negotiations will commence after the Bidder was informed of his/her preferred status. The proof required to confirm the Bidders compliance with Special Contract Conditions must be made available before site establishment.
- 8.4.4 It is to be noted that, although contract conditions do not contribute to the source selection process, non-compliance with certain of the identified special conditions may result in the cancellation of the contract.
- 8.4.5 There are Nine (9) Special Conditions applicable to this RFB as per **Appendix E**.

9 CIDB ANNEXURES

CIDB Annex A, C, F and G as received from SCM Compliance & Performance Management and reviewed by the BSC will be attached to the RFB document

10 BILL OF QUANTITIES

The Bill of Quantities (BOQ) will be added as Appendix C in the RFB.

11 SCHEDULE OF PLANT EQUIPMENT

The Schedule of Plant Equipment will be added as Form 6 in the RFB.

12 SCOPE OF WORKS

The Scope of Works (SOW) will be added as Appendix F in the RFB.

13 RECENT RELEVANT PROJECTS

The form for listing relevant projects will be added as Form 2.

14 LIST DETAILS OF SIMILAR PROJECTS IN PROGRESS

The form for similar projects in progress will be added as Form 3 in the RFB.

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APPENDIX A CRITICAL CRITERIA

Should a bid fail to comply with any one of the critical criteria, the bid will be eliminated from further evaluation process.

Criteria No.	Criteria Description	Compliance Evidence
1	The bidder shall attend both the compulsory bidders briefing and site visit.	The representative of the bidder shall sign both attendance registers on the day of the bidders briefing and the site visit.
2	The bidder shall have a valid Construction Industry Development Board (CIDB) contractor grading designation of at least 7SB or 7CE or Higher. If the bidding entity is a Joint Venture, then the bidder shall have a valid combined CIDB contractor grading designation of at least 7SB or 7CE or Higher.	The bidder shall submit with the bid proof of CIDB registration confirming that the bidder is at a minimum of 7SB or 7CE contractor grading or higher. If the bidding entity is a Joint Venture, unincorporated Joint Venture (JV) or Consortium then the bidder shall submit with the bid a combined CIDB registration certificate indicating the grading designation of at least 7SB or 7CE or higher, determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
3	The Bidder must have completed at least two projects: (i) Rehabilitation/Repair of asphalt/tar road/pavement project; or (ii) Construction/Building of asphalt/tar road/pavement project; or (iii) Resurface of asphalt/tar road/pavement project; With each project having a minimum value of R20 000 000.00(Including VAT) as a prime contractor, joint venture member, consortium or sub-contractor.	The bidder shall submit with the bid document at least two (02) contactable reference letter(s) from their client where the bidder conducted: (i)Rehabilitation/Repair of asphalt/tar road/pavement or ; (ii)Construction/Building of asphalt/tar road/pavement or ; (iii)Resurface of asphalt/tar road/pavement . The reference letter must be on client's letterhead and entail the following details: - Name of the bidder. - Project Description with specific reference to: (i)Rehabilitation of asphalt/tar road/pavement or (ii)Construction of asphalt/tar road/pavement or (iii)Resurface of asphalt/tar road/pavement - Project Value. - Completion Date/Proof of project completion. - Name and contact details of the client. - Signature of the client. <i>Armcor reserves the right to verify the legitimacy of the letter submitted</i>

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4	The bidder shall allocate a Construction Manager who has a valid a professional registration with either: i) The Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognized by ECSA, such as, Washington Accord, Dublin Accord and Sydney Accord, is accepted as PrEng or PrTechEng. OR ii) SACPCMP registered Professional Construction Manager (PrCM).	The bidder shall submit with the bid a Professional Registration certificate/letter: i) PrEng or PrTechEng registration certificate/letter issued by the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, such as, Washington Accord, Dublin Accord and Sydney Accord. OR ii) PrCM registration certificate or letter confirming registration as a professional construction manager, issued by SACPCMP.
5	The allocated Construction Manager shall have at least two (2) years of experience in the road construction industry post professional registration as a Construction Manager being responsible for a project.	The bidder shall submit with the bid the fully completed FORM 1 demonstrating the required experience in the road construction industry as a Construction Manager.
6	The bidder shall allocate a Safety Officer registered with the SACPCMP as a Construction Health and Safety Officer/Manager (CHSO/CHSM/ PrCHSA).	The bidder shall submit a copy of valid SACPCMP registration certificate or letter confirming registration as a Construction Health and Safety Officer/Manager (CHSO/CHSM/PrCHSA).

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FORM 1: EXPERIENCE OF THE CONSTRUCTION MANAGER

NAME OF CONSTRUCTION MANAGER:

NUMBER OF YEAR AS ROAD CONSTRUCTION MANAGER:

List all projects completed in the road construction industry demonstrating the required relevant experience.

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	POSITION HELD IN THE PROJECT	WERE YOU THE RESPONSIBLE CONSTRUCTION MANAGER (YES/NO)	NAME AND CONTACT DETAILS OF THE CLIENT

*The bidder may attach additional pages if the space provided is insufficient to fully convey the required information.

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the bidding company’s Construction Manager for this project.

Name of duly authorised representative of the bidder:

Signature: Date:

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APPENDIX B

SPECIFIC GOALS

1. Each bid that complies with all the Critical Criteria shall be further evaluated against the Specific Goals.
2. The specific goal applicable to this RFB is the advancement of local content and production in the cement sector, which shall be 100% local as stipulated by the DTIC

	Advancement of entities with local manufacturing capabilities for designated sectors	80/20 preference points system
1.	Full compliance to the applicable minimum threshold for local content & production	4
2.	Non-compliance to the applicable minimum threshold for local content & production	0
	Advancement of black owned South African Companies	80/20 preference points system
1.	Level 1 and 100% black owned	16
2.	Level 2 and at least 51% black owned	12
3.	Level 3 and at least 35% black owned	2
4.	Below Level 3	0

3. Proof of compliance

- A. **Designated Sector:** The bidder shall submit with the Bid documents the completed DTIC Annexure C, D & E and an exemption letter from the DTIC to claim preference points.
- B. **Advancement of SA Companies:** The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.

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APPENDIX C – BILL OF QUANTITIES

C1.2			GENERAL REQUIREMENTS AND PROVISIONS				
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C1.2.2			Programming and Reporting				
	C1.2.2.1		Submission of a Scheme 1 Programme	lump sum	1		R -
	C1.2.2.2		Reviewing and updating a Scheme 1 Programme	month	4		R -
C1.2.5			Safety				
	C1.2.5.1		Health and safety plan	lump sum	1		R -
	C1.2.5.2		Implementation of health and safety plan	month	4		R -
C1.2.8			Dayworks				
	C1.2.8.1		Personnel				
		(a)	Unskilled labourer	hour (h)	20		R -
		(b)	Semi-skilled labourer	hour (h)	20		R -
		(c)	Skilled labourer	hour (h)	20		R -
		(d)	Gang leader	hour (h)	20		R -
		(e)	Foreman	hour (h)	20		R -
	C1.2.8.2		Construction equipment				
		(c)	Pneumatic roller	hour (h)	10		R -
		(d)	Front end loader	hour (h)	10		R -
		(g)	Compressor	hour (h)	20		R -
	C1.2.8.4		Materials				
		(a)	Procurement of materials	provisional sum	Prov	Sum	R 100 000,00
		(b)	Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)	R 100 000,00		R -
C1.2.9			Disposal of non-useable assets				
	C1.2.9.2		Disposal of non-useable assets not identified at time of tender	provisional sum	Prov	Sum	R 20 000,00
	C1.2.9.3		Handling cost, profit and all other charges in respect of item C1.2.9.2	percentage (%)	R 20 000,00		R -
TOTAL CARRIED FORWARD TO SUMMARY							R 120 000,00

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C1.3			CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
PC1.3.1			The Contractor's general obligations				
	C1.3.1.1		Fixed obligations	lump sum	1		R -
	C1.3.1.2		Value-related obligations	lump sum	1		R -
	C1.3.1.3		Time-related obligations				
		(a)	Execution of the works	month	4		R -
TOTAL CARRIED FORWARD TO SUMMARY							R -

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C1.6				CLEARING AND GRUBBING			
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C1.6.1			Clearing				
	C1.6.1.1		Clearing with machines and some hand labour where necessary	hectare (ha)	2		R -
C1.6.2			Grubbing				
	C1.6.2.1		Grubbing with machines and some hand labour where necessary	hectare (ha)	2		R -
C1.6.3			Removal and grubbing of large trees and tree stumps:				
	C1.6.3.1		Girth equal to or exceeding 1,0m up to and including 2,0m	number (No.)	3		R -
TOTAL CARRIED FORWARD TO SUMMARY							R -

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C3.1			DRAINS				
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
	C3.1.2.1		Using conventional methods	cubic metre (m³)	10		R -
C3.1.3			Excavation, clearing and disposal of accumulated sediment in existing lined drains and drainage systems				
	C3.1.3.1		Using conventional methods (up to 1,5m):				
		(a)	Manholes and inlet and outlet structures	cubic metre (m³)	20		R -
		(b)	Culvert barrels	cubic metre (m³)	20		R -
		(c)	Concrete or other lined side drains	cubic metre (m³)	20		R -
C3.1.15			Repairing or replacing existing drainage systems	provisional sum	Prov	Sum	R150 000,00
C3.1.16			Loading and hauling of material in excess of 1,0 km	cubic metre - kilometre (m3 - km)	100		R -
C3.1.17			Backfilling existing eroded side drains	cubic metre (m³)	10		R -
TOTAL CARRIED FORWARD TO SUMMARY							R 150 000,00

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C4.3			EXISTING ROAD MATERIALS				
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
PC4.3.4			Saw-cutting existing materials within the following average depth ranges:				
	C4.3.4.1		Asphalt, crushed stone, and gravel material:				
		(a)	Up to 50 mm	metre (m)	4000,00		
		(b)	Exceeding 50mm and up to 100mm	metre (m)	4000,00		
C4.3.5			Providing the milling machine on the site				
	C4.3.5.2		Large milling machine with a cutting width exceeding 1,2m	no	1,00		
C4.3.7			Milling and removal of existing asphalt layers with an average milling depth (Employer takes ownership)				
	C4.3.7.1		Not exceeding 50mm	cubic metre (m³)	800		
	C4.3.7.2		Exceeding 50mm but not exceeding 100mm	cubic metre (m³)	2200		
C4.3.8			Excavating material by milling				
	C4.3.8.1		Crushed stone material	cubic metre (m³)	100		
C4.3.15			Stockpiling of road layer materials				
	C4.3.15.1		Asphalt material	cubic metre (m³)	3000		R -
C4.3/1.7.2			Hauling				
	C4.3/1.7.2.2		Hauling material to spoil and off-loading it at a designated spoil or stockpile area:				
		(c)	Boulders, hard material and concrete				
			(i) Hauling excavated asphalt (Item C4.3.7) to the stockpile site (Item C4.3.15.1)	cubic metre - kilometre (m³ - km)	15000		R -
TOTAL CARRIED FORWARD TO SUMMARY							R -

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C8.1			PRIME COAT			
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C8.1.1		Prime coat:				
	C8.1.1.2	MC -30 cut-back bitumen	litre (ℓ)	10000		R -
	C8.1.1.3	Inverted bitumen emulsion (Contractor to specify)	litre (ℓ)	10000		R -
C8.1.3		Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	litre (ℓ)	500		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

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C9.1			ASPHALT LAYERS				
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C9.1.1			Asphalt mix designs				
	C9.1.1.2		Sand skeletal mixes:				
		(a)	Continuously graded base or surfacing				
			(i) PG58-22S binder, Level IA design, NMPS 10mm	lump sum	1		R -
			(ii) PG58-22S binder, Level IA design, NMPS 20mm	lump sum	1		R -
C9.1.2			Construction of trial sections				
	C9.1.2.1		Asphalt layers (PG58-22S binder, Level IA design, NMPS 10mm, paver placed, 50mm thick)	square metre (m ²)	2000		R -
C9.1.3			Application of bond coat				
	C9.1.3.1		Stable-grade 30% net bitumen emulsion as specified. Applied with a calibrated distributor	litre (ℓ)	30000		R -
	C9.1.3.2		Applied in restricted areas using a portable pressure sprayer	litre (ℓ)	500		R -
	C9.1.3.3		Applied by hand using brushes on all exposed transverse and longitudinal construction joints	litre (ℓ)	100		R -
C9.1.4			Asphalt base				
	C9.1.4.2		Rehabilitation				
		(c)	Sand skeletal mix – continuously graded as defined				
			(i) PG58-22S binder, Level IA design, NMPS 20mm (Base)	ton (t)	200		R -
C9.1.5			Asphalt surfacing				
	C9.1.5.1		New construction				
		(e)	Sand skeletal mix – continuously graded as defined				
			(i) PG58-22S binder, Level IA design, NMPS 10mm, 50mm thick (surfacing)	square metre (m ²)	35000		R -
C9.1.6			Extra over pay items C9.1.4.1 and C9.1.5.1 for placing small quantities of asphalt of less than 10 tons specially produced as specified in terms of Clause A9.1.7.1(d)	ton (t)	5		R -
C9.1.7			Placing and compacting asphalt in restricted areas				
	C9.1.7.1		Extra over payment items C9.1.4.1 and C9.1.5.1	square metre (m ²)	200		R -

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PC9.1.9		Application of rolled in chippings (10mm NMPS)					
	C9.1.9.1	By means of chip spreader	square metre (m ²)	15000		R	-
	C9.1.9.2	By hand in restricted areas	square metre (m ²)	100		R	-
C9.1.10		Variation rates					
	C9.1.10.1	Bitumen (PG58-22S binder)	ton (t)			Rate Only	
	C9.1.10.2	Aggregate					
	(a)	10mm aggregate	ton (t)			Rate Only	
	(b)	20mm aggregate	ton (t)			Rate Only	
	C9.1.10.3	Active filler (lime unless stated in Contract Documentation)					
	(a)	Cement	ton (t)			Rate Only	
	(b)	Lime	ton (t)			Rate Only	
	C9.1.10.5	Rolled-in chippings	ton (t)			Rate Only	
C9.1.13		Coring of asphalt layers					
	C9.1.13.1	100mm diameter	number (No.)	10		R	-
C9.1.14		Surface regularity testing as described in Clause A9.1.8.4					
	C9.1.14.1	Establishment of equipment:					
	(a)	ARRB Walking Profilometer	number (No.)	2,00		R	-
	C9.1.14.2	Profiler Surveys utilising equipment as specified - Base layers and surfacing layers					
	(a)	Existing surfacing (Survey conducted after crack sealing and patching is completed)					
	(i)	ARRB Walking Profilometer	lane kilometre (km)	2		R	-
	(b)	Surfacing Overlay					
	(i)	ARRB Walking Profilometer	lane kilometre (km)	2		R	-
PC9.1.17		Procurement and installation of geosynthetics for patching of wide cracks where specified by the Engineer (geosynthetic to be approved by the engineer)					
	C9.1.17.1	Procurement of approved geosynthetic	provisional sum	Prov	Sum	R	200 000,00
	C9.1.17.2	Contractor's handling costs, profit and all other charges in respect of item C9.1.17.1	percentage (%)	R 200 000,00		R	-
TOTAL CARRIED FORWARD TO SUMMARY						R	200 000,00

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C11.4		ROAD RESTRAINT SYSTEMS				
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C11.4.7		Removing existing guardrails:	metre (m)	1500		R -
C11.4.9		Re-erection of guardrails with recovered or provided material:				
	C11.4.9.1	Single guardrail	metre (m)	750	R	-
	C11.4.9.2	Double guardrail	metre (m)	750	R	-
C11.4.10		End treatments to existing guardrails with recovered or provided material:				
	C11.4.10.4	End treatments with single guardrails	number (No.)	4	R	-
	C11.4.10.5	End treatments with double guardrails	number (No.)	4	R	-
C11.4.11		New material required for the re-erection guardrails with recovered materials:				
	C11.4.11.1	Guardrails, 3,81m compliant to SANS 1350	number (No.)	300	R	-
	C11.4.11.5	Spacer blocks compliant to SANS 457	number (No.)	600	R	-
	C11.4.11.6	Splice bolt complete with nut and washer compliant to SANS 1350	number (No.)	600	R	-
	C11.4.11.7	Post bolt complete with nut and washer compliant to SANS 1350	number (No.)	600	R	-
C11.4.14		Nailing of gang nail plates on top of timber guardrail posts	number (No.)	300	R	-
C11.4.15		Disposal of existing guardrails				
	C11.4.15.1	Straight or curved longitudinal guardrails	metre (m)	1200	R	-
	C11.4.15.2	End treatments with single guardrails	metre (m)	200	R	-
	C11.4.15.3	End treatments with double guardrails	metre (m)	100	R	-
TOTAL CARRIED FORWARD TO SUMMARY					R	-

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C11.7		ROAD MARKINGS AND ROAD STUDS				
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C11.7.1		Road marking:				
	C11.7.1.1	White lines broken or unbroken (<i>water borne and 100mm wide</i>)	kilometre (km)	8	R	-
	C11.7.1.8	Labour enhanced hand painted white lines broken or unbroken (<i>water borne and 100mm wide</i>)	square metre (m ²)	20	R	-
	C11.7.1.9	Labour enhanced hand painted yellow lines broken or unbroken (<i>water borne and 250mm wide on kerbs</i>)	square metre (m ²)	20	R	-
	C11.7.1.10	Labour enhanced hand painted red lines broken or unbroken (<i>water borne and 250mm wide on kerbs</i>)	square metre (m ²)	20	R	-
C11.7.5		Variations in rate of application:				
	C11.7.5.1	White paint	litre (ℓ)			Rate Only
	C11.7.5.2	Yellow paint	litre (ℓ)			Rate Only
	C11.7.5.3	Red paint	litre (ℓ)			Rate Only
	C11.7.5.4	Retro-reflective beads	kilogram (kg)		R	-
	C11.7.5.5	Thermoplastic material, all colours	kilogram (kg)		R	-
	C11.7.5.6	Cold plastic marking material, all colours	kilogram (kg)		R	-
C11.7.8		Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	kilometre (km)	8	R	-
C11.7.9		Re-establishing the painting unit during the defects notification period and at other instances on instruction of the Engineer	number (No.)	1	R	-
TOTAL CARRIED FORWARD TO SUMMARY					R	-

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C20.1				TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP			
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C20.1.2			Special tests requested by the Engineer				
	C20.1.2.2		Employer's contribution to other special tests				
		(a)	British Pendulum Friction Test	prime cost (PC) sum	1	Cost	
		(i)	Handling costs and profit in respect of item C20.1.2.2(a)	percentage (%)			
		(b)	GripTester	prime cost (PC) sum	1	Cost	
		(ii)	Handling costs and profit in respect of item C20.1.2.2(b)	percentage (%)			
C20.1.4			Special tests using Automated Road condition assessment instruments operated by service providers as requested by the Engineer for acceptance control in terms of Clause A20.1.3.6b)(iii)				
	C20.1.4.4		Surface macro texture (Clause A20.1.5.5 b))	prime cost (PC) sum	1	Cost	
		(a)	Handling cost and profit in respect of item C20.1.4.4	percentage (%)			
PC20.1.6			Payment of independent site laboratory				
	C20.1.6.1		Direct payment by contractor	prime cost (PC) sum	1	Cost	
		(a)	Handling cost and profit in respect of item PC20.1.6.1	percentage (%)			
PC20.1.7			Procuring friction test apparatuses (becomes the property of the employer after construction)				
		(a)	British Pendulum Friction Test	prime cost (PC) sum	1	Cost	
		(i)	Handling costs and profit in respect of item C20.1.2.7(a)	percentage (%)			
		(b)	GripTester	prime cost (PC) sum	1	Cost	
		(ii)	Handling costs and profit in respect of item C20.1.2.7(b)	percentage (%)			
TOTAL CARRIED FORWARD TO SUMMARY							R

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C2.3 SUMMARY OF PRICING SCHEDULE		
GENERAL		
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.6	CLEARING AND GRUBBING	
DRAINAGE		
C3.1	DRAINS	
EARTHWORKS AND PAVEMENT LAYERS MATERIALS		
C4.3	EXISTING ROAD MATERIALS	
PRETREATMENT AND REPAIR EXISTING LAYERS		
C8.1	PRIME COAT	
ASPHALT LAYERS		
C9.1	ASPHALT LAYERS	
ANCILLIARY ROAD WORKS		
C11.4	ROAD RESTRAINT SYSTEMS	
C11.7	ROAD MARKINGS AND ROAD STUDS	
QUALITY ASSURANCE		
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
SUBTOTAL A		
VALUE ADDED TAX:		
15% of Subtotal		
TOTAL CARRIED TO KD17		
SIGNED BY TENDERER:		

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APPENDIX D

SPECIAL REQUIREMENTS

Special requirements are negotiable with the preferred bidder.

1. Minimum Black Equity Ownership of 35%: The Bidder shall at least have a 35% Black Equity Ownership.

Evidence Required:

- i. The bidder shall either submit a valid BEE Certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate or a completed BBBEE Sworn Affidavit as proof of compliance.
 - ii. Note for Joint Ventures: If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.
2. Bidders are required to sub-contract 30% of the value of the contract to any of the following entities, which are at least 51%, black owned:
 - 2.1 EMEs or QSEs owned by Black people
 - 2.2 EMEs or QSEs owned by military veterans
 - 2.3 EMEs or QSEs owned by female(s)
 - 2.4 EMEs or QSEs owned by youth
 - 2.5 EMEs or QSEs owned by people living with disabilities

Evidence Required:

The Bidder should submit with the Bid, the BBBEE Certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate and or a completed BBBEE Sworn Affidavit as a proof of compliance for all sub-contractors. The list of sub-contractors should indicate the percentage of the value of the contract allocated to each sub-contractor including the total percentage of sub-contracting.

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APPENDIX E

SPECIAL CONDITIONS

1. Special Conditions are specific to the requirements of this RFB. Compliance with these conditions is required in addition to A-STD-0020: Armscor's General Conditions of Contract.
2. The preferred Bidder will be notified that he/she is the preferred bidder and contract negotiations will commence after the Bidder was informed of his/her preferred status. The proof required to confirm the Bidders compliance with Special Conditions must be made available before site establishment.
3. It is to be noted that, although special conditions do not contribute to the source selection process, non-compliance with negotiated items will result in the cancellation of the contract.
4. There are ten (10) special conditions applicable to this RFB as follows:

4.1 Plant and Equipment

The bidder shall list all the **Plant and Equipment** allocated for this project on **Form 6** and attach **Proof of Availability** thereof, only plant and equipment listed on COTO chapter A9.1.6 Mixing plant will be considered.

Evidence Required:

a) The bidder shall list all the **Plant and Equipment** allocated for this project on **Form 6** and attach **Proof of Availability** thereof and submit with the bid, only plant and equipment listed on COTO chapter A9.1.6.

b) Availability, the bidder must submit the supporting documents to prove availability. Any of the following two documents will be accepted as **Proof of availability**

- (i). Proof of Ownership (*Registration certificate.*) **OR**
- (ii) For Rental (*Letter of intent to rent or Lease agreement*).

4.2 Project Plan

Bidder shall outline their Project Plan with Timelines for executing this project, in a Gantt chart or equivalent format to be completed in less than 10 Months.

4.3 Technical Methodology

The Bidder shall outline a technical method to achieve Scope of Works for all three tracks. The bidder shall submit with the bid a methodology for the three tracks covering the following, but not be limited to:

- a. Stockpiling
- b. Construction of trial sections
- c. Major works on the tracks
- d. Patching and Surfacing of the tracks
- e. Ancillary and drainage

4.4 Security Clearance of company and staff

Due to the security sensitive nature of Armscor, all the Preferred Bidder's project team members must have a valid police clearance as issued by the South African Police Services (SAPS). The premises of the prospective supplier will be Security assessed and the supplier issued with a Facility Security Clearance Certificate (FSC) of RESTRICTED before any order could be issued.

4.5 Public Liability

The Preferred Bidder is required to have proof of current public liability insurance of at least R10 000 000, 00. The preferred bidder must submit proof within 7 working days of the award.

4.6 COIDA

The bidder shall be in good standing with the Compensation Commissioner in terms of the Compensation of Occupational Injuries and Disability Act (COIDA).

Evidence Required:

The bidder shall submit a valid COIDA certificate issued by the Department of Employment

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and Labour or any other organization appointed by the Department of Employment and Labour.

4.7 Safety File

The successful bidder shall submit a safety file before commencement of the work.

The successful bidder shall be required to maintain and update the safety file throughout the implementation of the project

4.8 Quality Management Plan

Prior to commencing with any permanent works, the appointed Bidder shall submit an updated Quality Plan, for acceptance by the Engineer, detailing all checks and hold points throughout the completion of the scope of works.

- 4.9** The bidder must list the most recent 3 projects of the company that the bidder considers relevant to the specified scope of works under Form 3.

APPENDIX F:
SCOPE OF WORK AND PROJECT INFORMATION

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PART C3: SCOPE OF WORKS

PART C3:

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SECTION 1.1: GENERAL PREAMBLE

PART A: SPECIFICATIONS

A1.1.2 DEFINITIONS

Site / Site of the Works – shall mean the entire road reserve (both new and existing), inclusive of road junctions and property accesses, required for construction of the Works as defined by the limits of construction given in the Contract Documentation. It shall also include areas within statutory building lines where work has to be carried out and any additional lengths of road required for the placement of advanced warning road signs and/or traffic accommodation measures beyond the limits of construction as shown on the drawings. The Site shall also include areas outside of the road reserve required for Construction camps, Engineer's site facilities, Borrow pit areas or quarry areas, haulage and access roads, temporary deviations, storage areas, spoil areas and stockpile areas. The exact extent of the limits of the construction will be verified once the Site is handed over to the Contractor.

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.3 GENERAL

Add the following new subclause after A1.2.3.23:

“A1.2.3.24 Reference Manuals, other specifications and test methods

In various chapters of this Standard Specification, reference is made to Manuals, other specifications and test methods. If not otherwise indicated in the Contract Documentation, the latest published Manual, other specification and test methods at time of close of tender will apply. Any changes to be implemented on a project as a result of revisions to manuals, other specifications and test methods, will be handled in terms of the Conditions of Contract.

Certain TRH and TMH documents are published as Sabita Manuals/TRH or Sabita Manuals/TMH publications. Where reference is made to the TRH or TMH document, it shall be read as referring to the latest version of the Sabita Manual/TRH publication or Sabita Manual/TMH publication, respectively.”

A1.2.7 EXECUTION OF THE WORKS

A1.2.7.1 Programme of work

1. General

Add the following new paragraphs:

“The contractor shall note that the examination of a road with a view to rehabilitation is normally undertaken a considerable period of time before the commencement of the contract, and that conditions may subsequently change. The engineer will make further examinations during the period of contract, and, depending on the results of such examinations, the quantities of any items of work may be drastically increased or decreased.

The contractor shall base his initial programme for road rehabilitation on the scope of the work as described in the project specifications on the quantities contained in the Pricing Schedule (Part C2).”

PART C: MEASUREMENT AND PAYMENT

Add the following new pay items:

“Item	Unit
-------	------

C1.2.11	Quality Control Engineer	Provisional sum
----------------	---------------------------------------	-----------------

The provisional sum allowed under item C1.2.11 shall be used to pay the actual cost of appointing an independent Quality Engineer to assess the construction works for quality assurance purposes. The quality engineer must be present during the construction of trial sections and shall also inspect the quality of work to ensure that the specifications of the respective works are met.

Item	Unit
------	------

C1.2.12	Additional work ordered by the Engineer.....	Provisional sum
----------------	---	-----------------

The provisional sum allowed under item C1.2.3.12 shall provide for all work carried out by the Contractor as ordered by the Engineer. The provisional sum shall be paid in accordance with the provisions of the Contract Documentation. Where applicable existing contract rates or accepted day work rates will be used.

C1.2.13	Handling cost, profit and all other charges in respect of item C1.2.12	Percentage (%)
----------------	---	----------------

The percentage under item C1.2.13 is a percentage of the amount spent under item C1.2.12 which shall include full compensation for all handling costs, profit and all other charges in connection with arranging and carrying out the work.”

SECTION 1.3: CONTRACTOR’S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Item	Unit
------	------

C1.3.1	The Contractor’s general obligations
---------------	---

Delete subitem C1.3.1.3 and replace with the following:

“C1.3.1.3	Time related obligations:
a)	Execution of the works month”

Under the heading “Item C1.3.1.3”, delete the 2nd paragraph and replace with the following:

“The contract rate shall include full compensation for that part of the Contractor’s general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, leasing costs, hire costs or cost of ownership per month for Contractor’s Equipment. For item C1.3.1.3(a) the contract rate will be paid monthly, pro rata for parts of a month, from the commencement date until the end of the original Contract Period specified for completion of the Works.”

SECTION 4.1: BORROW MATERIALS

PART A: SPECIFICATIONS

A4.1.7 EXECUTION OF THE WORKS

A4.1.7.2 Borrow pit and quarry operations

2. Classes of excavation

(iv) *Hard excavation*

In the 2nd bullet after: "Ripping with a bulldozer" add the following:

"Ripping shall be carried out on typically moderately weathered soft rock (soft rock as defined in Section 12.1 Table A12.1.7-1) that can be efficiently ripped by a bulldozer with a weight of at least 35 tons and minimum nett power of 220 Kw."

PART C: MEASUREMENT AND PAYMENT

Item	Description	Unit
------	-------------	------

C4.1.21 Stockpiling the crushed material

Replace the second last and last paragraph with the following:

"The tendered rate for item C4.1.21 shall include full compensation for loading the material at the site of works, for off-loading at the stockpile site, spreading, and maintaining the material in the stockpile.

Haul shall be measured from the point where the material is excavated to the stockpile site."

SECTION 4.3: EXISTING ROAD MATERIALS

PART A: SPECIFICATIONS

A4.3.7.6 REMOVAL OF ASPHALT MATERIAL

Replace the second paragraph with the following:

"Where only part of the asphalt is to be milled off, the area to be milled shall be demarcated and the milling depth shall be specified. Milling shall not deviate from the specified widths by more than -20mm (narrower) and +20mm (wider). The milling depth shall not deviate by more than 5mm."

PART C: MEASUREMENT AND PAYMENT

Item	Description	Unit
------	-------------	------

C4.3.4 Saw-cutting existing materials within the following average depth ranges:

Replace items "C4.3.4.1 Asphalt material", and "C4.3.4.2 Crushed stone and gravel material" with:

"C4.3.4.1 Asphalt, crushed stone, and gravel material

(a)	Up to 50mm	metre (m)
(b)	Exceeding 50mm and up to 100mm	metre (m)
I	Exceeding 100mm and up to 150mm	metre (m)

Replace the last paragraph of the payment description starting with “Where asphalt and ...” with the following:

“No distinction shall be made between the saw cutting of asphalt material, crushed stone material and/or gravel material”

Item	Description	Unit
------	-------------	------

C4.3.7	Milling and removal of existing asphalt layers with an average milling depth (Employer takes ownership):	
---------------	---	--

In the first sentence of the 5th paragraph, remove the word “hauling”.

SECTION 4.4: COMMERCIAL MATERIALS

PART A: SPECIFICATIONS

A4.4.7 EXECUTION OF THE WORKS

A4.4.7.1 Selection (design) of the stabilising agent content

3. Cementitious stabilising agent for chemical stabilisation

Step 2: Determine the Initial Consumption of Stabiliser (ICS) of the material.

Add the following after the 1st paragraph:

“The ICS shall be determined for more than one stabilizer agent and the stabilizer agent to be utilised in Step 3 shall be selected by the Engineer based on the ICS results.”

SECTION 5.3: ROAD PAVEMENT LAYERS

PART A: SPECIFICATION

A5.3.8 WORKMANSHIP

A5.3.8.4 Construction tolerances for pavement layers

A5.3.8.5 Surface regularity

Add the following to the 1st paragraph:

“The surface regularity shall be assessed on the final prepared layer after all excess fines have been swept off the surface.”

4. By using a profiler

*In the paragraph following Table A3.5.8–6, delete the following: “ for payment items ***
_____, and replace with the following: “for payment items as specified
in the Contract Documentation”.*

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

SECTION 8.1: PRIME COAT

PART A: SPECIFICATION

A8.1.5 MATERIALS

A8.1.5.1 Bituminous material

In Table A8.1.5-1 Delete “the excavated area” in the table caption and heading.

A8.1.8 WORKMANSHIP

A8.1.8.2 Testing

Replace the last sentence of the 1st paragraph with the following: “Unless agreed in advance and in writing, the Contractor shall only spray when the Engineer’s representative is present.”

SECTION 9.1: ASPHALT LAYERS**PART A: SPECIFICATION****A9.1.5 MATERIALS****A9.1.5.4 Aggregates****5. Aggregate properties**

In the 1st paragraph, delete the 2nd sentence: “Coarse and fine aggregate shall be clean and free from decomposed materials, vegetable matter or any other deleterious substances, and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation.”, and replace with the following:

“Coarse and fine aggregate shall be clean from excess dust and free from decomposed materials, vegetable matter and any other deleterious substances such as clay lumps and organic matter and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation.”.

A9.1.8 WORKMANSHIP**A9.1.8.4 Surface regularity****6. Measured using inertial laser profilometers**

In the 6th paragraph add the following prior to “The applicable Full Payment Bracket ...”:

“For the Asphalt Base the values in Payment Bracket 6 in Table A9.1.8-3 shall be applied as the payment adjustment factors for the Asphalt Base on the contract or section, and for the Asphalt Surfacing”.

In the 6th paragraph add the following after “...assessment of the base as per Clause A5.3.8.5c) of Chapter 5 for granular bases”:

“, and this clause A9.1.8.4a) for Asphalt bases.”

In the 7th paragraph, delete: “under 1”.

Add the following after the 8th paragraph:

“Where the asphalt surfacing is placed on a surface, other than a granular or asphalt base, constructed by the Contractor through mill and replace or patching, the surface regularity of the replaced or patched surface shall be measured before the surfacing is placed. Should the IRI values per 100m section so determined be better than the IRI values of the original surfacing for the particular 100m section, the measured values shall be used for the $IRI_{b\ Ave}$ in the above calculation. Should the IRI values per 100m section so determined be worse than the IRI values of the original surfacing for the particular 100m section, the IRI values of the original surfacing shall be used for the $IRI_{b\ Ave}$ in the above calculation.”

In the 9th paragraph, delete : “surfacing”.

For Table A9.1.8-3, delete “surfacing” in the heading and add the following additional Payment Bracket to Table A9.1.8-3

“Target $IRI_{100m\ Ave}$ (m/km)	Payment Bracket 9
< 0.80	1.050
0.81 to 0.90	1.050
0.91 to 1.00	1.050

1.01 to 1.10	1.050
1.11 to 1.20	1.050
1.21 to 1.30	1.050
1.31 to 1.40	1.050
1.41 to 1.50	1.050
1.51 to 1.60	1.050
1.61 to 1.70	1.025
1.71 to 1.80	1.010
1.81 to 1.90	1.000
1.91 to 2.00	0,990
2.01 to 2.10	0,975
2.11 to 2.20	0,955
2.21 to 2.30	0,930
2.31 to 2.40	0,900
2.41 to 2.50	0.865
>2.51	Reject”

PART C: MEASUREMENT AND PAYMENT

Item	Description	Unit
------	-------------	------

C9.1.9 Application of rolled-in chippings (State nominal size)

Delete the 1st paragraph of the item description: “The unit of measurement shall be the ton of specified size of rolled-in chippings applied at the approved application rate, measured loose in hauling vehicles. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.”, and replace with the following:

“The unit of measurement shall be the square metre of specified size of rolled-in chippings applied at the approved application rate. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.”.

Add the following new pay item:

Item	Description	Unit
------	-------------	------

C9.1.17 Procuring and installation of Geosynthetics for patching of wide cracks where specified by the Engineer (geosynthetic to be approved by the engineer)

C9.1.17.1	British Pendulum Friction Test	Provisional Sum
-----------	--------------------------------------	-----------------

C9.1.17.2	Handling costs and profit in respect of item C9.1.17.1.....	percentage (%)
-----------	---	----------------

The provisional sum allowed under item C9.1.17.1 shall include full compensation for the Procurement of all Approved Geosynthetics (excluding value added tax) that are required for the works as ordered by the Engineer.

The percentage under item C9.1.17.2 is a percentage of the amount spent under item C9.1.17.1 which shall include full compensation for all handling costs, profit and all other charges for ordering, providing, transporting, handling, and installing the geosynthetic”.

SECTION 20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

PART A: SPECIFICATION

A20.1.2 DEFINITIONS

Independent site laboratory

In the definition of “Independent site laboratory”, add the following:

“Independent Site laboratory in COTO is equivalent to the combined laboratory in the Employer documentation”

A20.1.4 PUBLISHED TEST METHODS

A20.1.4.8 Testing of asphalt

Add the following new paragraph:

“Sabita Manual 39: Laboratory Testing Protocols for Binders and Asphalt, shall be implemented together with the asphalt tests listed.”

Delete reference to: “Sabita Manual 35 for Design and Use of Asphalt in Road Pavements: Determining the Richness Modulus of EME asphalt mixes.”

And replace with “Sabita Manual 33 for Design Procedure for High Modulus Asphalt (EME): Determining the Richness Modulus of EME asphalt mixes.”

A20.1.7 ACCEPTANCE CONTROL BY STATISTICAL JUDGEMENT PRINCIPLES

A20.1.7.2 Taking samples

a) Stratified random sampling

Add the following new paragraph:

“Where the SARDS Laboratory module is used, the sampling locations must be as per the software. The Engineer may specify additional sampling locations.”

b) Minimum samples per lot

Add the following new paragraph:

“Where the SARDS Laboratory module is used, the number of samples per lot must be as per the software, as a minimum. The Engineer may specify additional numbers of samples. The Number of samples must be sufficient to meet the requirements of TMH5.”

PART C: MEASUREMENT AND PAYMENT

Add the following new pay item:

“Item	Unit
C20.1.6 Payment of independent site laboratory	
C20.1.6.1 Direct payment by contractor	prime cost (PC) sum
a) Handling cost and profit in respect of item C20.1.6.1	percentage (%)

The contractor shall pay the appointed site laboratory monthly for the amount as certified by the Engineer.

The charge or mark-up tendered or allowed for is a percentage of the amount actually paid

under the prime cost item. The percentage shall cover all the Contractors' sourcing, handling, profit, and payment of the service provider in providing the services. The Contractor shall forfeit his mark-up when the service provider is not paid in time."

Add the following new pay item:

"Item	Unit
C20.1.7 Procuring friction test apparatuses (becomes the property of the employer after construction)	
C20.1.7(a) British Pendulum Friction Test	prime cost (PC) sum
i) Handling costs and profit in respect of item C20.1.7(a) ...	percentage (%)
C20.1.7(b) British Pendulum Friction Test	prime cost (PC) sum
ii) Handling costs and profit in respect of item C20.1.7(b) ...	percentage (%)

The unit of measurement for items C20.1.7 (a) and (b) is the prime cost sum which shall be the invoiced cost of these items.

The percentage for items C20.1.7 (a) (i) and C20.1.7 (b) (ii) is a percentage of the amount spent under the relevant prime cost item. It shall include full compensation for the handling costs of the Contractor and the profit for providing the specified service."

SECTION B: SPECIFICATION DATA

Notes to tenderer:

1. In certain clauses, the Standard Specifications allow a choice to be specified in the Contract Documentation or 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 Section B: Specification Data.
2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the COTO standard specifications. Where, however, a clause has been amended under Section A2, the clause number is prefixed with a “P” in this Section.

COTO CHAPTER 1: GENERAL

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
1			GENERAL	
	A1.1		GENERAL PREAMBLE	
		PA1.1.2	DEFINITIONS	
			Conditions of Contract	The Conditions of Contract for Construction for Building and Engineering Works designed by the Employer as published by the International Federation of Consulting Engineers First Edition 1999, shall apply.
			Site / Site of the Works	The limits of construction are provided in in Part C4 “Project Information”
	A1.2		GENERAL REQUIREMENTS AND PROVISIONS	
		A1.2.3	GENERAL	
			A1.2.3.3 Environmental management	The requirements of the Environmental Officer is indicated in Section C.
			A1.2.3.4 Extension of time for delays caused by rainfall	
			c) Method 3 (Critical path method without consequential delays)	Method 3 (Critical path method without consequential delays) is specified. The value of “N” is 7. In calculations of payment for approved extensions of time granted for delays caused by rainfall, payment will be made utilising the applicable payment items for which the unit of measurement is “month” but excluding payment items with negative rates and non-applicable payment items such as pay item C1.3.1.4.
			A1.2.3.5 Handing-over of the Site of the Works	The whole site will be handed over for construction at the same time.
		A1.2.7	EXECUTION OF THE WORKS	
			PA1.2.7.1 Programme of work	
			a) General	A scheme 1 programme shall apply.

COTO CHAPTER 9: ASPHALT LAYERS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
9			ASPHALT LAYERS	
	A9.1		ASPHALT LAYERS	
		A9.1.2	DEFINITIONS	
			Asphalt mix types	Sand skeletal mixes (Continuously graded): Surfacing: PG58-22S binder, Level IA design, NMPS 10mm Base: PG58-22S binder, Level IA design, NMPS 20mm
			Aggregate	Grade 1 aggregate
		A9.1.3	GENERAL	
			A9.1.3.1 Nominal mix proportions and application rates	
			Table A9.1.3-2: Nominal Mix Proportions of Sand Skeletal Mixes for Tender Purposes Bitumen (type and grade according to Contract Documentation) (%)	Nominal Mix Proportions for the following as indicated in Table A9.1.3-2: Surfacing: PG58-22S binder, Level IA design, NMPS 10mm Base: PG58-22S binder, Level IA design, NMPS 20mm
		A9.1.4	DESIGN BY THE CONTRACTOR	
			A9.1.4.1 Mix Designs	Refer to A9.1.4.2 below.
			A9.1.4.2 Mix design requirements	The following asphalt mixes shall be applicable to this project: Asphalt base: - Sand skeleton, continuously graded Level IA design, - PG58-22S binder - NMPS 20mm Aggregate Asphalt surfacing: - Sand skeleton, continuously graded Level IA design, - PG58-22S binder - NMPS 10mm Aggregate
		A9.1.5	MATERIALS	
			A9.1.5.8 Mix properties	Refer to A9.1.4.2 above for mix types and design levels.
		A9.1.6	CONSTRUCTION EQUIPMENT	
			A9.1.6.3 Paver	The Contractor shall take note that the paving of asphalt base patches are within box cuts. Suitable levelling beams are therefore required.
		A9.1.7	EXECUTION OF THE WORKS	
			A9.1.7.9 Applying rolled-in chippings	NMPS 10mm rolled in chips are applicable to this project

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
		A9.1.8	WORKMANSHIP	
			A9.1.8.8 Sampling	
			b) Coring of completed layers	The Contractor shall provide suitable coring machines capable of cutting 100mm or 150mm diameter cores from the completed asphalt layers.

COTO CHAPTER 20: QUALITY ASSURANCE

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
20			QUALITY ASSURANCE	
	A20.1		TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
		A20.1.3	TESTING METHODS	
			A20.1.3.3 The Costs of Testing	
			a) Material and workmanship for quality control	Testing will be undertaken by an independent laboratory and in the presence of a quality control engineer (pay item C1.2.11)

PART C4: PROJECT INFORMATION

PART C4: PROJECT INFORMATION

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PART C4: PROJECT INFORMATION

Information Only

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

C4.1 DESCRIPTION OF THE WORKS

Gerotek is a test facility that consists of various testing facilities. These tracks must meet minimum functional requirements (which is indicated in C4.1.1 below). The surfacing of the track(s) (indicated in C4.1.1) no longer conform to these minimum requirements. Complete resurfacing is prescribed with a planned 50mm asphalt.

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

C4.1.1 TRACK/S DESCRIPTION

Project location and limits

Work as part of this contract is to be conducted at the Gerotek test facility which is located in Pretoria West. A locality plan of the Gerotek test facility and applicable test tracks (outlined) is shown below:



Work as part of this project is to be conducted on the following tracks:

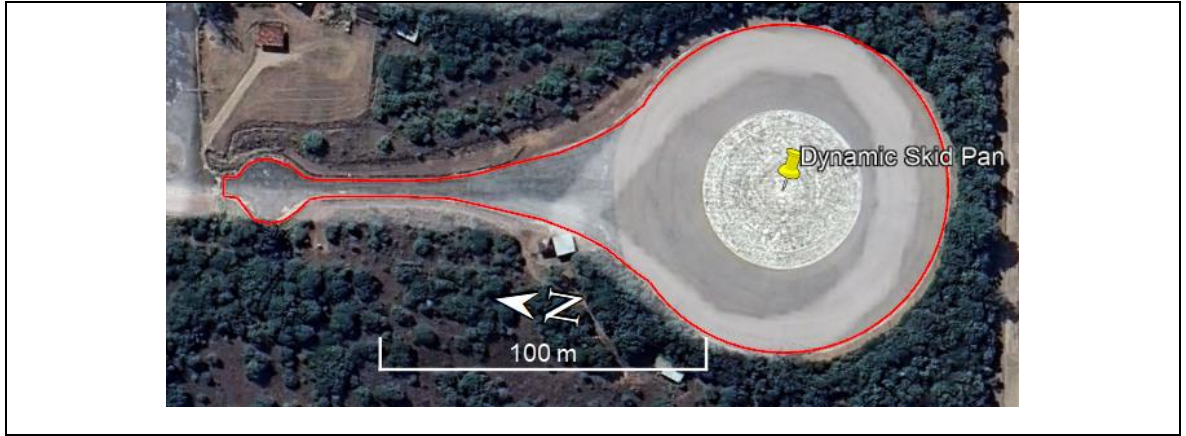
- Dynamic (wet and dry) Handling Tracks (520m and 2,280m)
- Dynamic Circular Track (620m long)
- Dynamic Skid Pan (50m radius with approach)

The location, description, and limits of the project is summarised in the table below:

Description	Latitude	Longitude	Estimated size (area)
Dynamic Handling Track	25°45'4.43"S	28° 1'15.28"E	11,500m ²
Dynamic Wet Handling Track	25°45'11.66"S	28° 1'17.03"E	3,000 m ²
Dynamic Circular Track	25°45'21.46"S	28° 1'1.35"E	8 500 m ²
Dynamic Skid Pan	25°45'24.76"S	28° 0'56.15"E	9 500 m ²

Track Boundaries





The specifications in the table below must be reinstated. This requires that the existing surfacing of the tracks are milled off and replaced with new 50 mm thick asphalt. The 50mm asphalt must meet the requirements as indicated below:

Track	Engineering Property	Specification	Test Equipment
Dynamic wet handling track	Dry Friction Coefficient	0.70 (± 0.05)	Griptester and/or British Pendulum
	Wet Friction Coefficient	0.40 (± 0.05)	Griptester and/or British Pendulum
Dynamic dry handling track	International Roughness Index (IRI)	Less than 2.5m/km	Applicable Profilometers
Dynamic Circular track	No Discontinuities allowed	Surfacing must be uniform and consistent (with minimal joints) on the entire length of the track	Visual inspection
Skid Pan	Dry Friction Coefficient	0.70 (± 0.05)	Griptester and/or British Pendulum
	Wet Friction Coefficient	0.40 (± 0.05)	Griptester and/or British Pendulum
	International Roughness Index (IRI)	Less than 2.5m/km	Applicable Profilometers
	No Discontinuities allowed	Surfacing must be uniform and consistent (with minimal joints) on the entire length of the track	Visual inspection

No Traffic accommodation is envisaged, the tracks will be closed during construction (resurfacing).

Ad-hoc maintenance of the drainage system will be required, this includes inter alia the following:

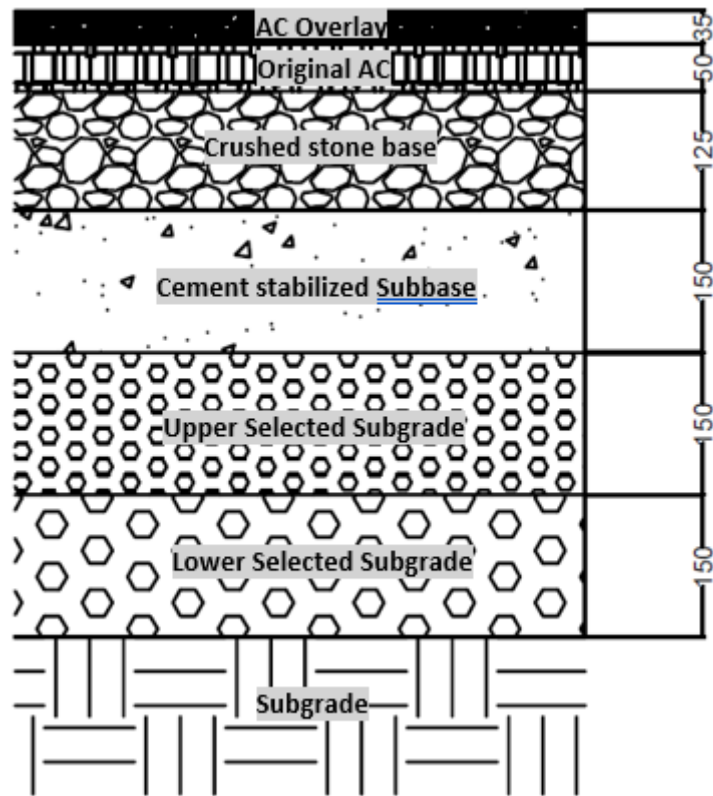
- Cleaning hydraulic structures,
- Reshaping and maintaining surface drainage systems where applicable,
- Maintaining/replacing wet surfaces that do not function as it should (i.e., irrigation sprayers / spray heads, water pumps, etc.),
- Etc.

Track makings (painted kerbs and white lines) and restraint systems (guardrails) require maintenance. The existing track markings have faded and must be replaced. The guardrails are damaged and must be replaced/maintained.

C4.1.2

PAVEMENT DESIGN

The structure of the existing pavement is unknown, however, based on as-built information, the pavement layerworks is expected to be as follows:



The pavement is extensively cracked, these cracks are predominantly dry binder (map) cracks, longitudinal and transverse cracks (due to movement of the subgrade). Isolated longitudinal and transverse cracks have spalled are wide ($>30\text{mm}$). Some of these cracks will require patching (where instructed by the engineer).

The focus of this project is to reinstate the surface of the tracks to an acceptable standard. As such, the surface friction of the tracks must be $0.70 (\pm 0.05)$ when dry and $0.40 (\pm 0.05)$ when wet (determined by a GripTester or British pendulum as instructed by the engineer). The aggregate and binder of the asphalt as well as the texture mainly determines the friction of the asphalt.

As such, it may be required that multiple asphalt designs are produced so that the required friction coefficients are met. The different designs may require different combinations of aggregate (aggregate from different sources) and binder (Binders that are modified vs unmodified). It is expected that the asphalt design/materials will have the greatest impact on the asphalt surface friction.

The surface friction will be influenced (to a lesser extent compared to asphalt mix) by the compaction effort and the presence of rolled-in chips. It is expected that the texture (macrotexture) will reduce with an increase in compaction effort i.e., an increased compaction effort might influence the surface friction coefficient. However, this must be confirmed during trial sections.

The envisaged procedure is graphically summarised on the next page. It should be noted that this is one of many ways to completing the project and should therefore be seen as a guide. The major works procedure is as follows:

Stockpile area

- 1) Clear and grub the designated stockpile area (location to be specified by the engineer).
- 2) Compact the floor of the stockpile area.

Construction of trial sections

- 3) Produce an asphalt mix that is expected to meet the friction requirements while complying with standard requirements as outlined in Chapter 9 in the contract. The mix should accommodate for the possibility of rolled-in chips being used to influence the friction of the surfacing.
- 4) Construct a trial section where indicated by the engineer.
- 5) Test the surface friction of the trial section with a friction test apparatus (engineer to specify the apparatus).
- 6) If the friction is acceptable continue to step 7. If the friction is not acceptable redo steps 3 to 6 (i.e., redo the asphalt mix design and revise the compaction procedure).

Major works on the track/s

- 7) Mill off the exiting asphalt surfacing ($\pm 85\text{mm}$ thick) to the top of the crushed stone base layer.
- 8) Haul the reclaimed asphalt and stockpile at the designated stockpile area.

Patching

- 9) The engineer must identify areas that require patching.
- 10) Mill out 80mm of the base where patching is required. 600mm to both sides of the crack must be milled out (refer to the diagram on the next page). Contractor to dispose of the excavated material.
- 11) Clean the sides and floor of the excavated area of all loose material.
- 12) Prime and tack the sides and floor of the excavated area.
- 13) Place the approved geosynthetic material on the floor of the excavation (care should be taken to ensure that the geosynthetic is fixed in place by the tack coat).
- 14) Place the base patch asphalt and compact.

Surfacing the track/s

- 15) Clean the crushed stone base with a mechanical sweeper and ensure that all loose material is removed from the surface of the base layer.
- 16) Prime the crushed stone base.
- 17) Tack the area to be paved.
- 18) Pave and compact the asphalt surfacing to a thickness of 50mm.

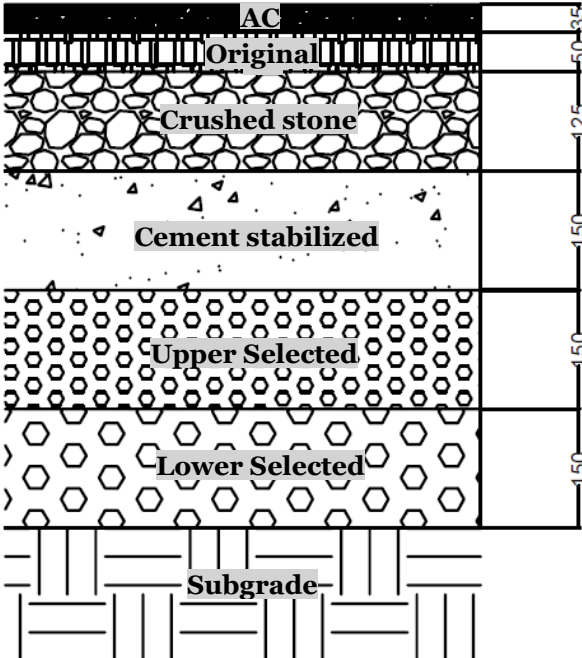
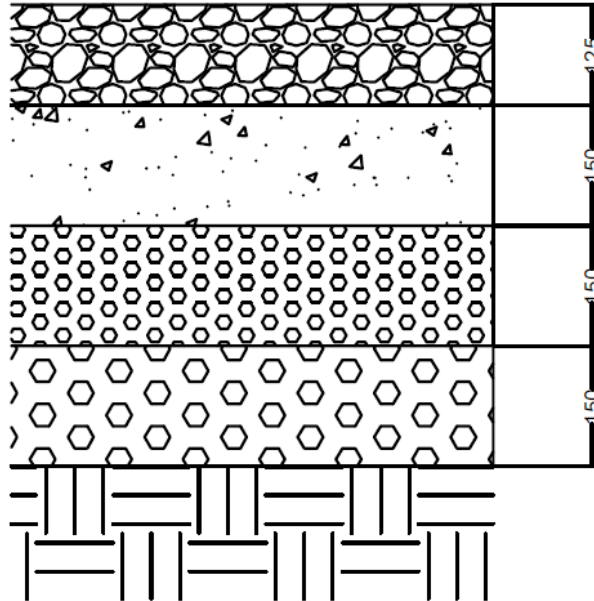
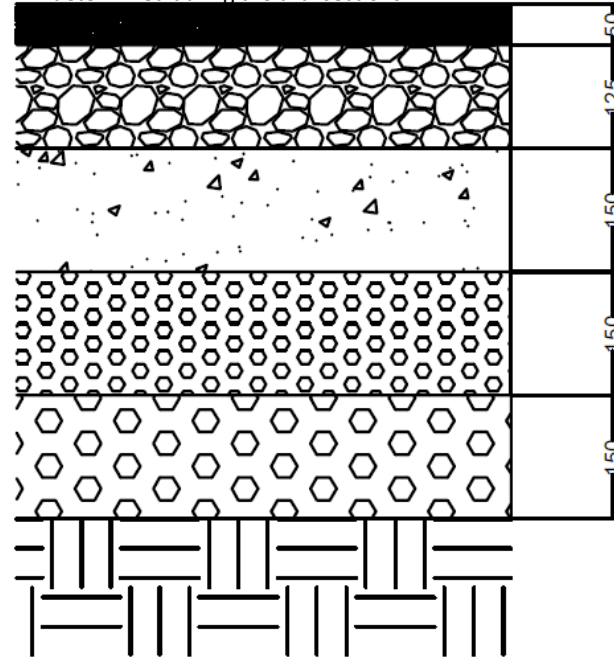
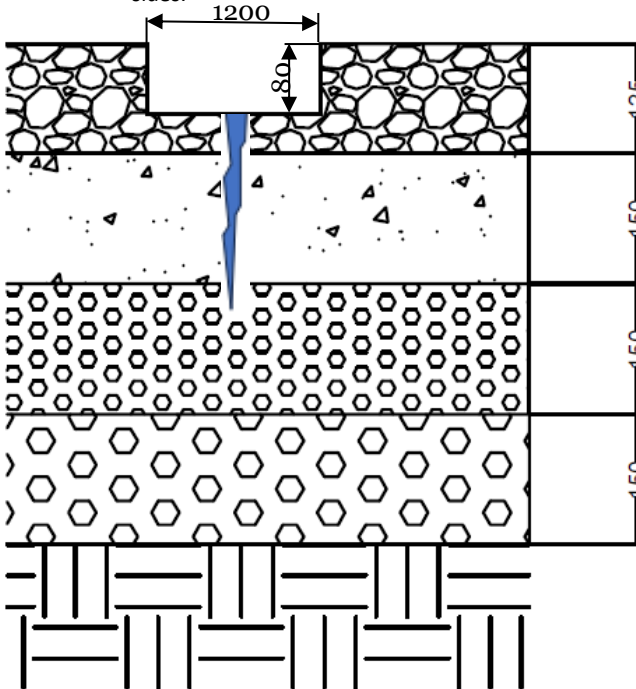
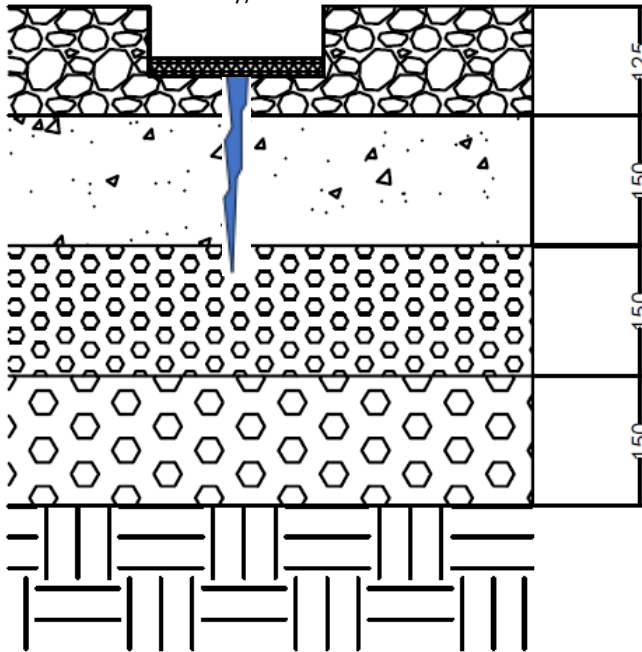
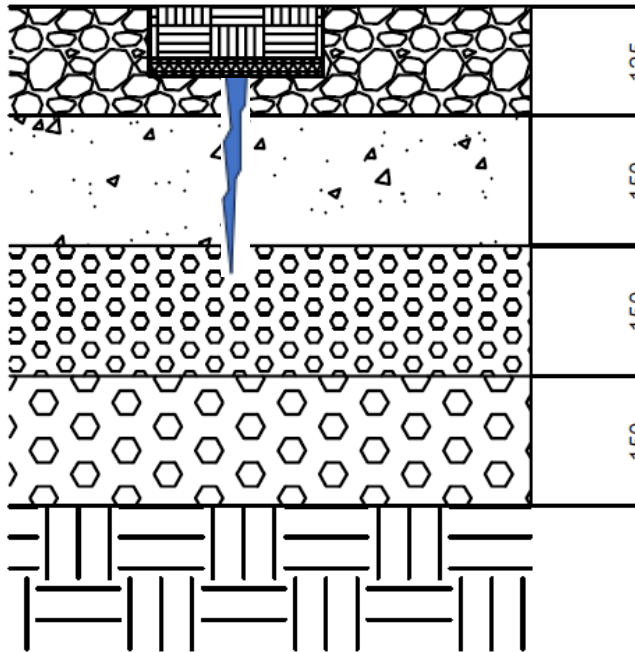
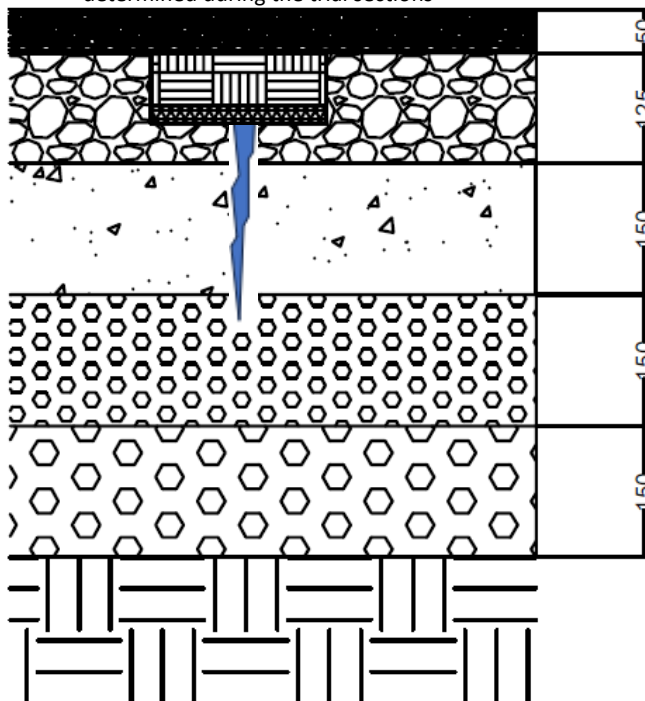
Ancillary and drainage

- 19) Replace damaged guardrails.
- 20) Clean the hydraulic structures by removing accumulated material/sediment from culverts and pipes.
- 21) Reshape existing drainage structures where indicated by the engineer.

Important Note:

The new asphalt surfacing must have a 0.7 (± 0.05) dry surface friction and a 0.4 (± 0.05) wet surface friction.

The dynamic skidpan is used in wet conditions and should have a 0.4 (± 0.05) wet surface friction.

Step 1) • Mill off the ±85 mm thick asphalt (original surfacing and overlay). • Stockpile the asphalt (location to be specified by the engineer).	Step 2) • Engineer to inspect the surface of the crushed stone base (before and after cleaning the base). If no large cracks are present and the Engineer does not order the base to be patched, proceed to step 3. If the Engineer instructs the contractor to patch the base, proceed to step 2a.	Step 3) • Clean the exposed crushed stone base (mechanical sweeper) • Prime and tack the exposed crushed rock base and then proceed to pave the 50mm thick asphalt surfacing. • The asphalt mat must be rolled and constructed (i.e., x number of roller passes with or without rolled-in chips) as determined during the trial sections.
		
Step 2a) • Excavate (mill) the length of the crack to a depth of 80mm and a width of 1.2 m (the centre of the area should be in line with the crack). • Prime and Tack the excavated area's floor and sides.	Step 2b) • Place an approved geosynthetic on the floor of the excavated area (while the tack coat is still tacky). • Press the geosynthetic to ensure that no creases or wrinkles are present and to ensure that the geosynthetic is fixed in place by the tack (cannot be moved easily).	Step 2c) • Place asphalt base patch (hot mix asphalt) and compact the patch.
		
		Step 2d) • Prime and tack the exposed base and then proceed to paving the 50mm thick asphalt surfacing. • Th The asphalt mat must be rolled and constructed (i.e., x number of roller passes with or without rolled-in chips) as determined during the trial sections
		

C4.1.3 *STRUCTURAL WORKS*

No structural work is envisaged.

C4.1.4 *MAINTENANCE WORKS*

Maintenance of the works during construction and defects notification periods including but not limited to:

- Cleaning all lined side drains, culverts and drainage
- Cleaning all concrete joints of drainage elements
- Replacing guardrails
- Repainting road / kerb markings
- Removing trees specifically identified.

C4.2 **DRAWINGS**

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

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

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

C4.4 **CONSTRUCTION IN CONFINED AREAS**

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

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

C4.5 **MANAGEMENT OF THE ENVIRONMENT**

The contractor will be responsible for construction according to an environmental management plan.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in specification.

C4.6 **TRAFFIC**

The track/s will be closed during the construction period.

C4.7**CLIMATE**

The climate is temperate and semi-arid. The average daily maximum and minimum temperatures for Brits (30km from Gerotek as the crow flies) are illustrated in **Figure C4.7.1** and range from:

Average daily maximum of 28°C in January to 17°C in June

Average daily minimum of 2°C in June and July and 15°C in January and February

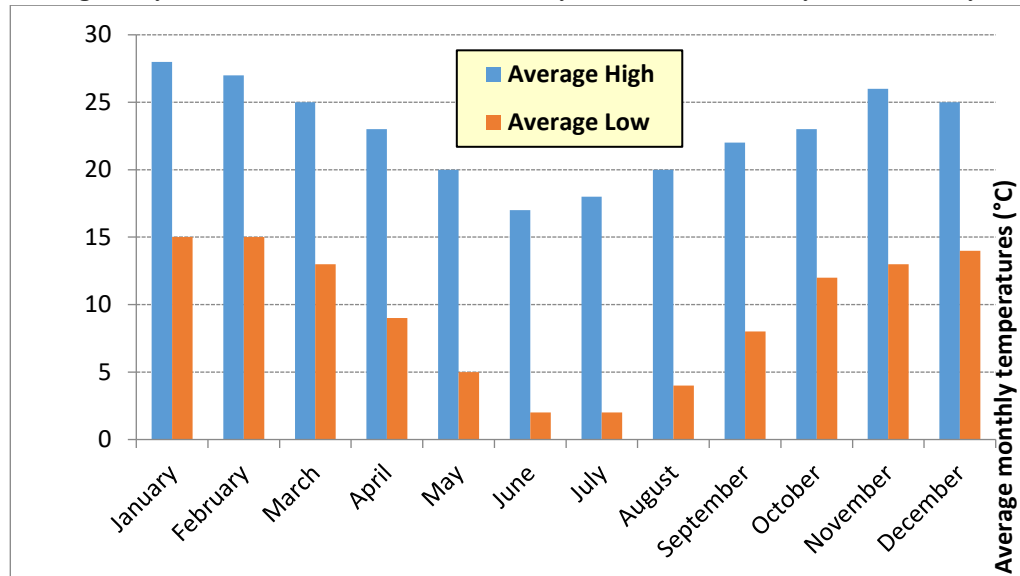


FIGURE C4.8.1: AVERAGE MONTHLY TEMPERATURES FOR BRITS

Rainfall is seasonal, with most rainfall occurring in the summer months between October and April. The average annual rainfall for Brits is 481 mm. The historical monthly averages are displayed in **Figure C4.7.2** and range from 1 mm in June to 111 mm in January. Average rain days are also shown in the figure, ranging from 2 days in June to 10 days in January.

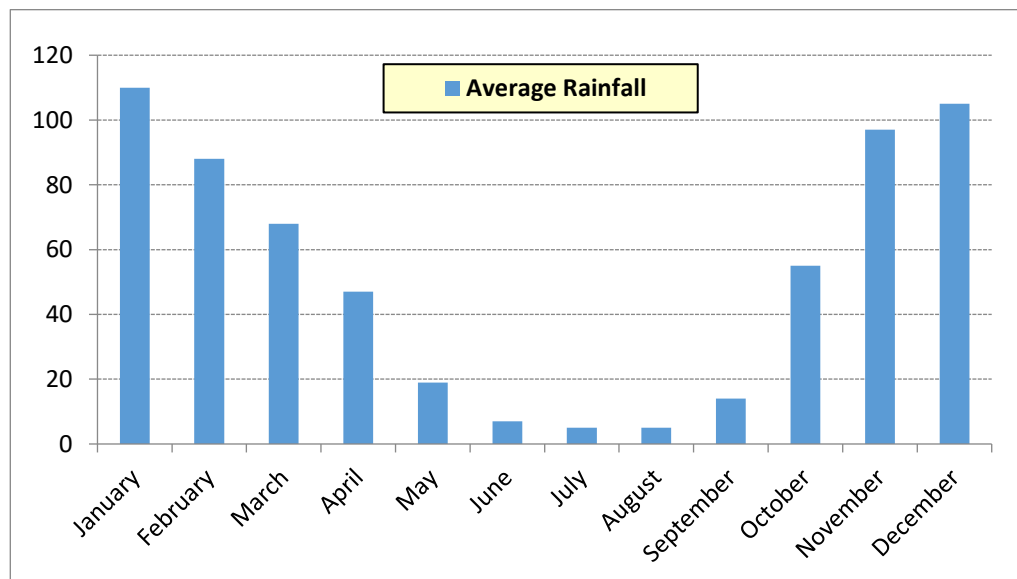


FIGURE C4.7.2: AVERAGE MONTHLY RAINFALL AND RAIN DAYS FOR BRITS

The section under consideration falls within a moderate to dry macro climatic region with a Weinert's N value of 2-5 or higher (see **Figure C4.7.3**). Weinert's N value provides an

indication of the mode of weathering of rocks, and the associated variation in performance of the weathered materials.

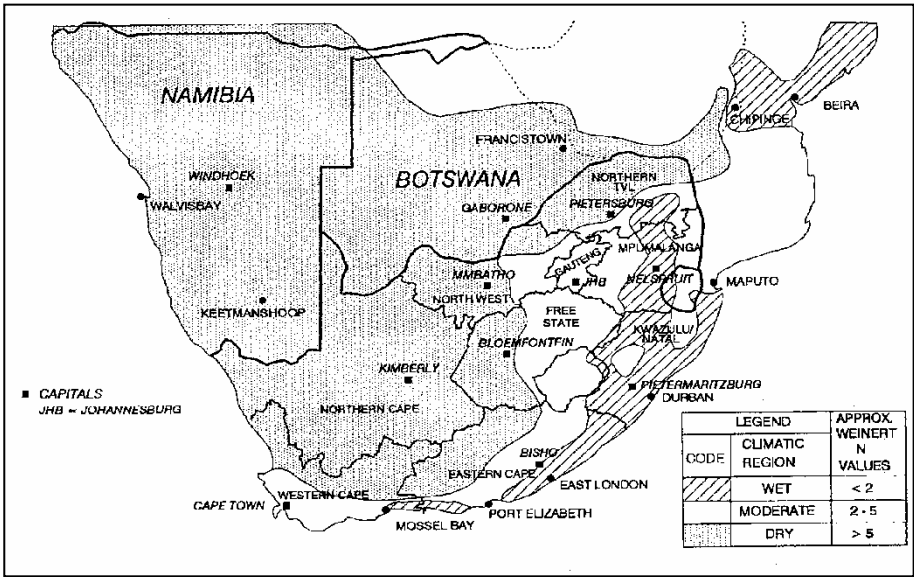


FIGURE C4.7.3: MACRO CLIMATIC REGIONS OF SOUTH AFRICA

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

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

C4.10 SAFETY PROCEDURES

In terms of clause 4.8 of the conditions of contract the tenderer / contractor is reminded that safety and protection of the road user / general public affected by the construction activities related to the project remains his responsibility for the duration of the contract.

LOCAL CONTENT DECLARATION DOCUMENT

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2017 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

7. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2017 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2017 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

8. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item No.	Description of services, works or goods	Stipulated minimum threshold

9. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

10. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

11. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

APPENDIX G

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2017; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2017.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2017.

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.											Note: VAT to be excluded from all calculations	
(C2)	Tender description:												
(C3)	Designated product(s)												
(C4)	Tender Authority:												
(C5)	Tendering Entity name:												
(C6)	Tender Exchange Rate:	Pula		EU		GBP							
(C7)	Specified local content %												
			Calculation of local content						Tender summary				
	Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
	(C20) Total tender value								R 0				
	(C21) Total Exempt imported content									R 0			
	(C22) Total Tender value net of exempt imported content									R 0			
										(C23) Total Imported content		R 0	
										(C24) Total local content		R 0	
	Date:										(C25) Average local content % of tender		

[illegible]

Summary

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

Summary

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

Summary

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

Date:

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.				Note: VAT to be excluded from all calculations
(E2)	Tender description:				
(E3)	Designated products:				
(E4)	Tender Authority:				
(E5)	Tendering Entity name:				

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0
Manpower costs	(Tenderer's manpower cost)		R 0
Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
		(E13) Total local content	R 0
		This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:

FORM 2: LIST ONLY THE MOST RECENT 3 PROJECTS OF THE FIRM THAT THE BIDDER CONSIDERS RELEVANT TO THE SPECIFIED SCOPE OF WORKS

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	CONTACT PERSON AND COMPANY	CONTACT NUMBER	CIDB EQUIVALENT PERFORMANCE RATING (NOT REQUIRED WHERE AN OFFICIAL REFERENCE LETTERS FROM PREVIOUS EMPLOYER(S) IS ATTACHED)

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the firm or consortium of firms bidding for this project.

SIGNED BY BIDDER:

FORM 3: LIST DETAILS OF SIMILAR PROJECTS IN PROGRESS (AS A PRIME CONTRACTOR, JOINT VENTURE MEMBER, MANAGEMENT CONTRACTOR OR SUB-CONTRACTOR) MATCHING THE SUBJECT

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	AWARD VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	VALUE OF WORKS CERTIFIED BY THE ENGINEER	CONTACT PERSON AND FIRM	CONTACT NUMBER	CIDB PERFORMANCE RATING

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the bidder or consortium bidding for this project.

SIGNED BY BIDDER:

FORM 4: LETTER OF TENDER

NAME OF CONTRACT:

TO:

We have examined the Conditions of Contract, Specification, Drawings, Schedules including the Bill of Quantities, the Contract Data and Addenda No _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents, for the sum of

[Currency and amount in figures]

[Currency and amount in words]

Or such other amount as may be determined in accordance with the Contract.

We agree to abide by this Tender until _____ [date] and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a Contract Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____ in the capacity of

Duly authorised to sign tenders for and on behalf of _____

Address: _____

Date: _____

FORM 6: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THIS CONTRACT

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

- (a) Details of major equipment that is owned by and immediately available for this contract. Proof of ownership must be attached.

Quantity	Description, size, capacity, etc.

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 acceptable. Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

AUGUST 2019

- Annex A: Standard Tender Notice and Invitation to Tender
- Annex C: Standard Conditions of Tender
- Annex F: Record of Addenda to Tender Documents
- Annex G: Compulsory Enterprise Questionnaire

Annex A

Standard Tender Notice and Invitation to Tender

ARMSCOR invites tenders for Repairs and Rehabilitation of variety of asphalt test tracks at Gerotek Test Facilities
It is estimated that tenderers must have a CIDB contractor grading of 7CE or 7SB or higher.
Queries relating to the issue of these documents may be addressed to Ms M Mphela, Tel No. (012) 428 2199. E-Mail mapulem@armscor.co.za , abtenders@armscor.co.za
A compulsory clarification meeting with representatives of the Employer will take place at Gerotek Test Facilities. on 11 February 2025. starting at 12h00. hrs.
The closing time for receipt of tenders is 11h00 hrs on 04 March 2025. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.
Tenders must only be submitted on the tender documentation that is issued.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

CIDB Annexure B form of offer and acceptance

The Standard Conditions of Tender for Procurement make several references to the Bid Data for details that apply specifically to this bid. The Armscor bid conditions 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 CIDB Standard Conditions of Tender to which it mainly applies.

Terminologies	Description
Tender	Tender means “Bid or RFB” in this bid document
Tenderer	Tenderer means a “Bidder” in this bid document
Contract documents	May be referred to as “Scope of Work” in this bid document
Employer	Employer means Armscor
Annexure B, D,E	Not included
Clause number (CIDB)	Bid Data
Annexure C	
C.1.1	The Employer is Armscor
C.1.2	The tender documents issued by the Employer are detailed on the contents page of this bid document.
C.1.4	Each communication to and from the bidder(s) and the procuring entity (Armscor) shall be sent to and received from Aopts@armscor.co.za and not any other Armscor or its official(s) email address, or Armscor's Consulting Engineer
C.1.5.3	Not Applicable to this Bid
C.1.6	The whole of 1.6 is not Applicable to this Bid The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
C.2.7	The arrangement for a site meeting (where applicable) is as stated in the Notice and Invitation to Bid.
C.2.13.5	Bidders must submit one (1) copy of the bid document and returnables unless stated in the bid document.
C.2.13.9	Bids must be submitted in a sealed envelope marked with this bid reference number. The sealed envelope must be deposited in the bid box at Armscor Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to: The Manager: R&D Procurement Secretariat Armscor SOC Ltd Postal address: Armscor SOC Ltd Private Bag X337 Pretoria, 0001 Delivery address: Armscor Head Office 370 Nossob Street Erasmuskloof Ext 4 Pretoria
C.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid <i>NB: No bid submission will be processed after the closing date and time.</i>
C.2.23	List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
C.2.6	Also referred to as Erratum
C.3.4	Not Applicable to this Bid
C.3.11	Armscor's evaluation process comprises of the following steps. Evaluation criteria to be utilised for this bid are contained in the Evaluation criteria of this bid
C3.11.2	Weighting is only applicable when specified in the critical criteria

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required

in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only

the employer's address and identification details as stated in the tender data.

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

data and announce the name of each tenderer whose technical proposal is opened.

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

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

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex F

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Annex G

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: cidb registration number, if any:			
Section 4: CSD number:			
Section 5: 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 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

APPENDIX H VALUE SYSTEM

RFB No: R&D/GER-2024-002

REQUEST FOR: REPAIRS AND REHABILITATION OF VARIETY OF ASPHALT TEST TRACKS AT GEROTEK TEST FACILITIES

This Value System must be used for evaluation purposes, based on the 80/20 preference point system as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.

Please ensure that the correct value system is chosen as:

- 1. Allocation of points are on the following basis:**
The expected value of the tender is below or equal to R 50 000 000 and the value system to be used is therefore:
 - **Price:** **80**
 - **Specific goals** **20**
- 2. PREFERENTIAL PROCUREMENT REGULATION REQUIREMENTS**
Refer Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022.

SPECIFIC GOALS: (A Total of 20 points will be divided in accordance with Table B Advancement of Local Content & Production)

a. Specific goals (Applicable)

NOTE: Failure by a Bidder to submit proof of evidence to claim the points allocated to any specific goal will lead to the bidder scoring “0”(zero) for that specific goal

b. Designated Sectors (If applicable):

Applicable. Cement sector products (Stipulated minimum threshold local content 100%)

c. Locality (If applicable):

Not applicable

NOTE: Failure by a Bidder to submit proof of evidence to claim the points allocated to any specific goal will lead to the bidder scoring “0”(zero) for that specific goal.

3. Critical Criteria:

Appendix A Critical Criteria

NOTE: Failure by bidder to comply with any of these criteria will result in immediate elimination from the evaluation process.

4. Functionality (if applicable):

Not applicable.