community safety, roads & transport

Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

CSR&T/BID10/2026/27

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

CIDB LEVEL REQUIRED: CIDB GRADING 9CE

Name of Tenderer:.....

Bid Amount: .....

MAAA: .....

This tender closes at 11h00 on ..... 2026, at the SCM offices of the Department of Community Safety, Roads and Transport at 45 Charlotte Maxeke Street, Bloemfontein, 9300

LATE SUBMISSIONS WILL NOT BE CONSIDERED

Issued by:	**Prepared by:**
The Department of Community Safety, Roads and Transport	**The Department of Community Safety, Roads and Transport**
45 Charlotte Maxeke Street	St Andrew Street
Perm building	Medfontein building
Bloemfontein	Bloemfontein
3201	3201
Contact Name: SCM Offices	Contact Nam : Roads Technical
Telephone:(051) 409 8891 or (051) 409 8899	Telephone:(051) 409 8575

S'HAMBA SONKE

EXPANDED PUBLIC WORKS PROGRAMME

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

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FOREWORD

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

THE TENDER consists of two parts, namely:

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

and

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

THE CONTRACT consists of four parts, namely:

- **C1:Agreements and Contract Data** ..... Volume 1

- **C2 :Pricing Data** Volume 1
-
- **C3:Scope of Work** ..... Volume 1
  (Specifications and Project Specifications)

and

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

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

THE TENDER

PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1The Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for **THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.**

CSR&T/BID10/2026/27

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

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

T1.1.4 **Preferences**

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

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

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

T1.1.5 **Tender Documents**

The tender documents will be given to the respective contractor's on the day of tender briefing

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

Mr K. Koenane
Tel no. 051 409 8899
E-mail:koenanek@freetrans.gov.za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at the Regional Roads Office in 10th Avenue Industrial Kroonstad on the **02 DECEMBER 2026 at 10:00**

T1.1.7 The closing time, date and venue for receipt of tenders will be **11h00 on 15 DECEMBER 2026** at the Ground Floor of Perm Building, 45 Charlotte Maxeke, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

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

1. PART A
2. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT*)					
BID NUMBER:	**CSR&T/BID10/2026/27**	CLOSING DATE:	**15 DECEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)
45 Perm Building
Charlotte Maxeke Street
Bloemfontein
9300

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr. K. Koenane	CONTACT PERSON	Mr BVJ TSHABALALA
TELEPHONE NUMBER	082 059 9726	TELEPHONE NUMBER	076 691 2886
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	koenanek@freetrans.gov.za	E-MAIL ADDRESS	Bonganiv66@gmail.com

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED EPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.3	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.6	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

T1.2 STANDARD CONDITIONS OF TENDER

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

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

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

Clause number	Wording
F.1	**GENERAL**
F.1.1	**Actions**
	The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.
F.1.2	**Tender documents**
	The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.
F.1.3	**Interpretation**
F.1.3.1	The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.
F.1.3.2	These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
F.1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
	a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
	b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
	c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

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

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

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

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

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

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

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

F.2.15 Closing date and time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a) meets the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or

c) Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

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

d) ***Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices***.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 **General**

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

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

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

F.3.11.2 **Evaluation Criteria**

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful Tenderers

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

F.3.15 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

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

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

F.3.16 Issue final contract

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

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contract

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

T1.3 TENDER DATA

T1.3.1 GENERAL

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

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

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

The tender documents issued by the Employer comprise of:

a) **VOLUME 1: PROJECT DOCUMENT**

This volume is the Project Document for the identified bid number CSR&T/BID10/2026/27 and contains the following sections:

THE TENDER

PART T1: TENDERING PROCEDURES

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

PART T2: RETURNABLE DOCUMENTS

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

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

PART C3: SCOPE OF WORK

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

PART C4: SITE INFORMATION

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

d) VOLUME 3: ***General Conditions of Contract for construction works, Third edition 2015***, issued by the South African Institute of Civil Engineering.

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

f) VOLUME 5: TG2 Third Edition August 2020Technical Guideline: Bitumen Stabilised Materials, A Guideline for the Design and Construction of Bitumen Emulsion and Foamed Bitumen Stabilised Materials

g) ***The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2014 (Government Gazette No 25207 of 18 July 2014, Notice No R1010)*****, together with all COVID related regulations.** This document is obtainable separately, and Tenderers shall obtain their own copies.

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

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

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

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

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

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

F.1.4 Communication and Employer's Agent

The Employer's Agent is: Mr. VTN Ntaka

Address	:	Medfontein Building, St Andrew Street, Bloemfontein.
Tel no	:	+27 82 0599 720
Fax no	:	051 4098575
e-mail	:	ntakav@freetrans.gov.za

The Engineer per GCC 2015 BVJ Tshabalala

Address	:	Medfontein Building , St. Andrew Street, Bloemfontein
Tel no	:	051 409 8687
Fax no	:	051 409 8683
e-mail	:	bonganiv66@gmail.com

F2.1 Eligibility

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

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

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **9CE** class of construction work; and

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

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

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

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

F2.7 Site visit and clarification meeting

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

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

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

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

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

F2.12.Alternative tender offers

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

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

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

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

F2.13 Submitting a tender offer

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

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

The Head
Department of Community Safety, Roads and Transport
Perm Building
Charlotte Maxeke Street
BLOEMFONTEIN
9300

Location of tender box	:	**Ground Floor of** 45 Charlotte Maxeke Street, Perm Building, Bloemfontein
Identification details	:	**CSR&T/BID10/2026/27**
Contract no	:	
Description of project	:	**THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.**

F2.15 Closing time

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

F2.16 Tender offer validity

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

F2.18 Provide other material

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

F2.23 Certificates

The following certificates need to be included in the Tender:

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

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

F3.4 Opening of tender submissions

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

F3.5 Two-envelope system

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

F3.11 Evaluation of tender offers

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

F3.11.2 STAGE **1 - MANDATORY REQUIREMENTS**

✓ Attendance of briefing session

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

Date: 02 DECEMBER 2026

Venue: KROONSTAD ROADS OFFICE

Time: 10:00

Technical enquiries: Mr. B Tshabalala (076) 691 2886

Email address: Bonganiv66@gmail.com

SCM enquiries: Mr. K. Koenane@ (082) 059 9726

Email address: koenanek@freetrans.gov.za

- ✓ A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-Contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number);
- ✓ Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black inked (non-erasable) pen and attach all returnable documents.
- ✓ Compulsory registration with an accredited body, e.g. CIDB, CIPC, as indicated on the Advert,
- ✓ Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA.....)
- ✓ Bidders must attach a valid CIDB grading 9CE Certificate.
- ✓ Letter of good standing
- ✓ In the case of a Joint Venture/ Consortium (any form of partnership) the Bidder must attach the following:

    - ➢ *A joint venture agreement duly signed by both parties, and*
    - ➢ *Certificate of Authority for Signature (Power of Attorney).*
    - ➢ *The CIDB grading calculated in the name of the JV must also be attached.*
    - ➢ *CSD in the name of the JV*

NB! Failure to comply with the mandatory requirements will lead to disqualification

F3.11.3 **Scoring quality (Functionality)**

Points for functionality will be allocated according to the table below.

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
EXPERIENCE	Bidders must submit Copies of Appointment Letters and completion certificates for similar nature of work: Special maintenance project and with traceable references to be attached as proof. Appointment Letters and completion certificates will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided. ✓ Appointment letter and completion certificate must be of the same project. ✓ Clearly describe the project scope. It must contain contact details, signed, and dated by authorised personnel. In the case where completion certificates are signed by Consultants- the appointment letter of such consultant(s) by roads agency of state and any provincial, National, Municipality must be attached.	5 Projects of similar type(Special maintenance road project)	10	**10**
		3-4 Projects of similar type (Special maintenance road project)	7	
		1-2 Projects of similar type (Special maintenance road project)	3	
		0 Projects of similar type (Special maintenance road project)	0	
CAPACITY **NB**: Years of experience on the CV must be indicated by correct dates (DD/MM/YYYY). Example: *01/07/2016 to 30/06/2021 (5 Years)*	**Contracts Manager:** Years of experience with a B.Tech or B.Eng Degree qualification in Civil Engineering and registered with a professional body e.g. ECSA, SACPCMP… CV's and certified copies by SAPS (certified stamp not older than 3 months) of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated. ***NB: Attach employment contract of the member. Please note submitted CVs will be accepted as project team members for the project duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!***	More than 10 years in Special maintenance road project only, experience & qualifications on similar works	8	**8**
		7 to less than 10 years in Special maintenance road project experience and qualification on similar works	5	
		3 to less than 7 years in Special maintenance road project only, experience & qualifications on similar works	2	
		Less than 3 years' experience No correct qualifications or not certified by SAPS Contract of employment not attached	0	
	Site Agent: Years of experience and Diploma qualification in Civil Engineering.CV's and certified copies (SAPS) (certified stamp not older than 3 months) of qualifications must be attached of key staff for points to be allocated. Failure to attach will result in no points being allocated.	5 or more years of experience in Special maintenance road project only, qualifications on similar works	7	**7**
		2 to less than 5 years of experience in Special maintenance road project &	4	

	NB: Attach employment contract of the member. Please note submitted CVs will be accepted as project team members for the duration. Department reserves the right to cancel the contract with immediate effect; if the submitted CVs personnel is not the team executing the project!!	similar qualifications.			
		Any years of experience in similar field, with no qualification		2	
		Less than 5 years' experience No correct qualifications or not certified by SAPS Contract of employment not attached		0	
BIDDERS REGISTERED PLANT/EQUIPMENT (15) POINTS					
PLANT/ EQUIPMENT	Ownership of a plant is critical and Bidders must attach proof (e-natis certificate of ownership in the name of the tenderer or JV partner where applicable) thereof / In case of rental a lease agreement must be attached along with e-natis certificate of ownership of the lessor. ✓ **Ownership** (1 point per machine – recycling and chip spreader will count two points) ✓ **Rental** (0,5 points per machine - recycling and chip spreader will count two points) ✓ In case of holding, company and its subsidiaries a memorandum of agreement must be attached for utilization of plant equipment.	Graders (1 points for every grader, to a maximum of 2 points)	2 Graders = 2 points	2	**15**
			1 Graders = 1 points		
		Tipper Trucks 10m³ (1 points for every 2 tippers, to a maximum of 2 points)	4 Tipper trucks= 2 points	2	
			2 Tipper trucks=1 points		
		Asphalt Paver	1 Asphalt Paver = 2 points	2	
			0 Asphalt Paver = 0 points		
		Milling machine	1 Milling Machine = 2 points	2	
			0 Milling Machine = 0 points		
		recycling machine	1 recycling machine = 2 points	2	
			0 recycling machine = 0 points		
		Chip spreader	1 chip spreader = 2 points	2	
			0 chip spreader = 0 points		
		Slurry Spreader Box	1 slurry spreader box = 1 points	1	
			0 slurry spreader box = 0 points		
		Smooth drum Roller(SDR)	1 smooth drum roller = 1 points	1	
			0 smooth drum roller = 0 points		

		Pneumatic Tyredroller(PTR)	1 pneumatic tyredroller(PTR) = 1 points 0 pneumatic tyredroller(PTR) = 0 points	1	
LOCALITY **Locality:Locally based office within the Free State Province**	*Locality as per CIPC registration (falsification of locality well lead to disqualification from participating in the contract) Address should have remained the same for the past 10 year period*	Free State based offices	5		**5**
		Outside Free State Province based offices	1		
MAXIMUM POSSIBLE SCORE					**45**

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

F3.11.4 **STAGE 3: PREFERENCIAL CLAIM POINTS IN TERMS OF PREFERENCIAL PROCUREMENT REGULATION SYSTEMS**

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS ALLOCATED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	3	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	3	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	2	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	1	CIPC, Certified ID copies and medical certificate by SAPS within 3 months	
Enterprise with ownership of 51% or more by Military veterans	1	Military veteran profile (including force number, three references and detachment	
Total	10		

F3.13 Acceptance of tender offer

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

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

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

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

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

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

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

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

h) the Tenderer has not:

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

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

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

F3.14 Provide copies of the contract

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

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

PART T2 : RETURNABLE DOCUMENTS

CONTENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

The list of returnable documents comprises the following :

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

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER

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

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

SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNATURE: .....

SCHEDULE B: CERTIFICATE OF AUTHORITY

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

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

(i)CERTIFICATE FOR COMPANY

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

Managing Director: .....

(ii)CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii)CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR JOINT VENTURE

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

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

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

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of sole owner: .....

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

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

SCHEDULE C : ` COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

Name*	Identity number*	Personal income tax number*

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

Section 5 : Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6 : Record of service of the state

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

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

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

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

Note : Insert separate page if necessary

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

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

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

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

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

Note : Insert separate page if necessary

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

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

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

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

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

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

Name ..... Position .....

Enterprise name .....

SCHEDULE D: PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Note: Attach additional pages if more space is required

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

SIGNATURE: .....

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE

SCHEDULE E: **EXPERIENCE OF TENDERER**

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

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

SIGNATURE: .....

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

SCHEDULE F: **TENDERERS' KEY PERSONNEL**

NAME	POSITION	NQF QUALIFICATION

SIGNATURE: .....

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

SCHEDULE G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

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

(a)AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

SIGNATURE: .....

ATTACH ALTERNATIVES HERE

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

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

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

Declaration by Tenderer

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

SIGNATURE: .....

CONTRACTOR'S SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

Contractor's OHS Management System checklist

1.OHS Policy and Management

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

2.Safe Work Practices and Procedures

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

3.**OHS Training**

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

4.**Health and Safety Workplace Inspection**.

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

5.**Health and Safety Consultation**.

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

6.**OHS Performance Monitoring.**

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

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

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

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

SCHEDULE I: **CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

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

SCHEDULE J: TAX CLEARANCE REQUIREMENTS

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

1. In order to meet his requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Pin or Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

5. Applications for the Tax Clearance Certificates may also be made via E-Filing. In order to use this provision, taxpayers will need to register with SARS as E-Filers through the website www.sars.gov.za.

6. Tax pin document with updated information can be attach to verify the validity of SARS bid status

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder.....	Bid number: CRS&T/BID10/2026/27
Closing Time 11:00am	Closing date: 15 DECEMBER 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	.....
-		Brand and model	.....
-			
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/not firm
-		Delivery basis	.....

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

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

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.3.1 If so, furnish particulars:

.....

.....

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

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

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

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

2 GENERAL DECLARATION

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

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

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

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

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

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

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

drafting of the specifications or terms of reference for this bid.

2.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR

TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

SCHEDULE K: **SBD 6.1**

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for (SPECIFIC GOALS) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and B-BBEE must not exceed	100

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

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

---

2. DEFINITIONS

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

(a) "**highest acceptable tender**" means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

(b) "**lowest acceptable tender**" means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

(c) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(d) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

(e) This gazette is also available free online at www.gpwonline.co.za 4 No. 47452 GOVERNMENT GAZETTE, 4 November 2022

(f) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

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

(h) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	**3**	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	**3**	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	**2**	CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	**1**	CIPC, Certified ID copies and medical certificate by SAPS within 3 months	
Enterprise with ownership of 51% or more by Military veterans	**1**	Military veteran profile (including force number, three references and detachment	
Total	**10**		

SCHEDULE L:

4. **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.1 Name of company/firm: .....

4.2 VAT registration number: .....

4.3 Company registration number: .....

4.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

4.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

4.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the STRATEGIC GOALS status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the

shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audit alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

.....

.....

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

DATE:.....

ADDRESS.....

CSR&TBID10/2026/27
CONTRACT NO.

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

PART C1 : AGREEMENTS AND CONTRACT DATA

PART C2 : PRICING DATA

PART C1 : AGREEMENTS AND CONTRACT DATA

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C1.1 Form of Offer and Acceptance

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

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.
The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

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

..... Rand (in words);

R ..... (in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF?

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

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

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

Name and address of organization .....

.....

Date: .....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

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

. . . . . .

. . . . . .

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

. . . . . .
Name

Date: . . . . . .

Schedule of Deviations

Notes:

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

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

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

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

1. Subject . . . . . .

   Details . . . . . .

2. Subject . . . . . .

   Details . . . . . .

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

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

For the Bidder:For the Employer:

.....Signature.....

.....Name.....

.....Capacity.....

Name and address of organization:Name and address of organization:

.....

.....

.....

..... Witness Signature.....

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

..... Date.....

Confirmation of Receipt

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

The ..... (Day) of ..... (Month)

20 ..... (Year) at ..... (Place)

For the Contractor:.. .....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 CONTRACT DATA

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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

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

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

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

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 2.2 Specific Approval of the Employer required

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

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

3.1 *Add the following*

"after approval by the Employer"

CSC 2.1.2 Compliance with applicable laws

CSC 2.1.2.5 **Health and safety**

Add the following :

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

CSC CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

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

Definition of "L":

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

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

Definition of "P":

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

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

Definition of "M":

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

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

Definition of "F":

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

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

Witwatersrand)" *after* "Table 16"in *the second line*

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

Paragraph 2 : Assessment of amount subject to adjustment

Add the following to the paragraph defining "E" :

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

C1.2.2CONTRACT SPECIFIC DATA

ITEM No:	REFERENCE TO:	CLAUSE	INFORMATION
1	Contractor	1.1.1.9	.....
2	Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion
3	Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date to the time when the entire road is ready for public use without posing risk to users.
4	Employer	1.1.1.15	Free State Provincial Government represented by Head of Department: Department of Community Safety, Roads and Transport
5	Employer's Agent (Engineer)	1.1.1.16	Department of Community Safety, Roads and Transport
6	Address of the Employer	1.2.1.2	Physical: 45 Charlotte Maxeke Street Bloemfontein 9300 Postal: P.O Box 690 Bloemfontein 9300 Telephone No: (051) 409 8575
7	Address of the Contractor	1.2.1.2	Physical Address:..... ..... Postal Address: .... Telephone Number (Office): ..... Facsimile Number (Office): ..... E-mail Address (Office): .....

8	Commencement of Work	5.2	Within 45 days after site hand over, contractual obligations, compliance with Construction Regulations 2014 and Environmental Compliance
9	Documentation required before commencement of the Works	5.3.1	Health & Safety Plan (Refer to CR 2014) Revised Programme & Cash flow Projection (Refer to Clause 5.6) Security (Performance and retention guarantee 6.2) Insurance (CAR Construction All Risk to Clause 8.6) Construction Permit (CR 2014) Environmental compliance i.e. (mining permit, water usage etc.)
10	Time to submit the documentation required before commencement of the Works	5.3.2	14 Days for all above documents excluding the Construction permit
11	Completion of the Works	5.6.2.1	24 Months starting from the date of site hand over
12	Special non-working times	5.8	Sundays and all public holidays as well as year-end builder's break.
13	Suspension of Works	5.11	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Contractor shall not be allowed to stop the Works and or claim interest on the unpaid Works. **No claim shall be submitted to the Department once the budget is depleted.**
14	Penalty for failing to complete the Works on time	5.13.1	**R10 000** per calendar day R0 to R50 million project value **R15 000** per calendar day R51million to R100 million project value **R50 000** per calendar day R101 million to unlimited project value
15	Latent Defects Liability Period	5.16.3	Should there be any structural defects within Fifteen (15) years after final completion, the Contractor will be fully liable for latent defects
16	Security	6.2.1	Performance Guarantee of 10% (normal performance guarantee) of the value of the Works which will be handed back after certification of completion, to be submitted within 14 days after the site hand over date. Expiry date should state **"until the issuing of Completion certificate"**
17	Dayworks	6.5.1.2.3	Refer to A1.2.3.11 of the Specifications(Ordering of day work)
18	Rates and Prices are final and binding	6.8	All rate items on the Bill of Quantity must be priced in Rand value except only where the rate is stipulated as **Rate Only** item. Items that will be priced not with Rand value will be termed or taken as incomplete tender and will be disqualified.

			Rather price Zero Rand for any uncounted action
19	Contract Price Adjustment	6.8.2	The following values for the different factors are to be used: X = 0.10 a = 0.10 - Labour b = 0.55 - Equipment c = 0.15 - Material d = 0.20 - Fuel The different values for the calculation of the price adjustment factor shall be for the area of Free State: Other urban areas. The Diesel index shall be for the Witwatersrand Area. The Base month is one month prior to submission of quotations / Bid document.
20	Special Materials	6.8.3	Price adjustments for variations in the costs of special materials are allowed. Special materials shall be limited to bitumen and bituminous products.
21	Materials on Site	6.10.1.5	80% Of materials delivered on site
22	Retention Money	6.10.3	10% Of Contract Amount. Two retention Guarantees of 50% each of the value of the retention money are compulsory as part of documentation to be submitted within 14 days after the commencement date; one will be handed back on completion and the other **24 months** after completion. There will be no retention monies deducted on interim certificates.
23	Quality of materials and workmanship	7.2	The source of supply of all materials including all stone, sand, gravel, water or soil or any other natural material required in the execution of the Works shall be located by the Contractor. The quality of the material relies solely to the Contractor. **No material shall be used until it has been approved by the Engineer**
24	Defects	7.8	In the event of the Contractor not completing all the outstanding work within the period specified by the Employer in terms of the contract, the Employer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Employer. The full retention applicable to the Period of Maintenance shall apply to such extension.
25	Insurances	8.6	R0-00
26	Limit of Indemnity	8.6.1.3	R10,000,000-00 per claim, number of claims unlimited
27	Other Insurances	8.6.1.5	R0-00
28	Dispute Resolution	10.5.1	Dispute Adjudication Board (DAB), Mediation,
29	Rules for Adjudication and Members	10.5.3	Only Three members required
30	Dispute Resolution	10.7.1	Adjudication (If there are no agreements, then court proceeding will be preferred)

31	Tender Validity Period		90 days
32	Scope	B.1	THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH **MINIMUM OF CIDB GRADING LEVEL 9CE** FOR **SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1** AND **73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG** FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A **PERIOD OF TWENTY FOUR (24) MONTHS.**
33	Targeted Subcontractors (ABE's)	B.2	Part C3: Scope of Works: C3.7.1.2 (3.1) - 30% of Nett Contract Value excluding Professional Services (Laboratory, OHS practitioners, environmental and engineer's requirement) must be subcontracted to Local Contractors appointed in terms of attached specification.
34	Targeted Local labour	B.3	1. Total Contract amount minus 30%, for minimum daily rate on R1 Million per 4 employees & should be appointed with a minimum of six months at a payment rate of **R240/day,** subjected to increase annually to be communicated by the client. 2. Recruitment of annual labour target shall be as follows: • 30% - at the beginning of the financial year • 30% - three months after the initial appointment • 40% - at midway into the financial year 3. The employment demographics are as follows: • Youth – 55% • Women – 60% • Disabled – 2% Labour target must be achieved as planned, failure to this will lead into penalties
35	Socio – Economic of Community	B.4	1% of (Contract Value) excluding special services e.g. testing, environmental and OHS and Engineering facilities shall be invested into local Community as social responsibility or contribution
36	Skills Development	B.5	1. Two (2) Civil Engineering Students shall be appointed for experiential Training with stipend of R10 000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers. 2. Members of Community must also be trained in Labor Intensive Works
37	Approved Professionals, officials or agents	B.6	All the approved and submitted CV for professionals during tendering/ bidding stage must be available on site during the project implementation. Failure to bring at least 80% of all professionals that were presented via CV's during the bidding process will lead to termination of the Contract. Should it be found that people / professionals' CV used were only for tendering purpose the appointment will be terminated. During the signing of the Contract document all CV's for professionals submitted and the valid Employment Contract must be re-submitted as a Special Condition of this Contract. Failure to adhere to this will result in appointment termination. Any

			replacement of professional, should be replaced by an employee with equivalent experience and qualifications, subject to approval by the client.
38	Skills Developments	B.7	0.2% Of the contract amount to the maximum of R2,000,000.00 to be allocated and pay out to CIDB for external entity identified by the CIDB

.....

SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC:

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

Notes:

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

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

.....

SIGNATURE

PART C2 PRICING DATA

DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

C2 –PRICING DATA

C2.1 PRICING INSTRUCTIONS

This Bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them.

Unit	:	The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of work for which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump Sum:		An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Bill of Quantities

1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition), subject to the following amendments and additions:

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

mm	=	millimetre
m	=	metre
km	=	kilometre
m2	=	square metre
m2.pass	=	square metre-pass
ha	=	hectare
m3	=	cubic metre
m3.km	=	cubic metre-kilometre
l	=	litre
kl	=	kilolitre
MPa	=	megapascal
h	=	hour
kg	=	kilogram
t	=	ton (1000 kg)
No.	=	number
sum	=	lump sum
MN	=	meganewton
MN.m	=	meganewton-metre
P C sum	=	Prime Cost sum
Prov sum	=	Provisional sum

%	=	per cent
kW	=	Kilowatt
man-month	=	Man per Month
man-shift	=	Man per Shift
Person.Month	=	Person per Month

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

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition),Quantity:The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

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

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

4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

5 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities.

Such prices and rates shall also cover full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

6 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered shall not be paid for but will be considered to be covered by other prices or rates elsewhere in the Bill of Quantities.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract

7 Reasonable compensations will be received where no pay item appears in respect of work required in terms of the Contract, which is not covered in any other pay item.

8 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work under each item appear in the scope of work, Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition),. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the schedule of quantities are, in addition, preceded by the number of each separate part of schedule B of the schedule of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the schedule of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

10 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

11 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor

12 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard

13 The provisions of clause10.1 of the general conditions of contract shall apply to provisional sums and prime cost sums.

14 Subject to the conditions stated in paragraph 15 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the tendered sum will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender rates to reconcile the tender sum with the total of the bill of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender rates will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

15 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

C2.2 BILL OF QUANTITIES

C1.2GENERAL REQUIREMENTS AND PROVISIONS

C1.3CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

C1.4FACILITIES FOR THE ENGINEER

C1.5ACCOMMODATION OF TRAFFIC

C1.6CLEARING AND GRUBBING

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C4.4COMMERCIAL MATERIALS

C5.3ROAD PAVEMENT LAYERS

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C6.2SEGMENTAL BLOCK PAVING LAYERS

C8.1PRIME COAT

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C8.5STANDARD CRACK SEALING

C8.8PATCHING AND EDGE BREAK REPAIR

C9.1ASPHALT LAYERS

C10.1GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

C11.7ROAD MARKINGS AND ROAD STUDS

C11.9FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

G1000GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C2.2 BILL OF QUANTITIES

COTO BOQ
Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
B - C1.2.1.1	Monitoring of compliance with and reporting on the EMP	Prov sum	01	R 100 000,00	R 100 000,00
	(a) Contractor's handling costs, profit and all other charges in respect of item C1.2.1.1	%	R 100 000,00		
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours:				
C1.2.3.11	Other road maintenance work ordered by the Engineer	Prov sum	01	R 2 500 000,00	R 2 500 000,00
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%	R 2 500 000,00		
C1.2.4	Stakeholder liaison	month	24		
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	Lump sum	01		
C1.2.5.2	Implementation of health and safety plan	month	24		
C1.2.7	Road safety audits:				
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	50		
	(b) Semi-skilled labourer	h	50		
	(c) Skilled labourer	h	50		
	(d) Gang leader	h	50		
	(e) Foreman	h	50		
	(f) Skilled Artisan	h	50		
C1.2.8.2	Construction equipment (specify size and / or model number):				
	(a) Motor grader	h	150		
	(b) Vibratory roller	h	150		
	(c) Pneumatic roller	h	150		
Total Carried Forward					

Item	Description	Unit			Amount R
Brought Forward					
	(d) Front end loader	h	50		
	(e) Tractor loader backhoe	h	50		
	(f) Excavator	h	50		
	(g) Compressor	h	50		
	(h)Mechanical Broom	h	150		
C1.2.8.3	Vehicles (specify size):				
	(a) Light delivery vehicle	km	1 500		
	(b) Flatbed truck	km	1 500		
C1.2.8.4	Materials:				
B - C1.2.9.4	Site Survey for Engineer's Quality Assurance/Acceptance control	Prov sum	01	R 500 000,00	R 500 000,00
	Handling cost, profit and all other charges in respect of item C1.2.9.4	%	R 500 000,00		
B - C1.2.9.5	Laboratory Tests for Engineer's Quality Assurance/Acceptance control	Prov sum	1.0	R 5 000 000,00	R 5 000 000,00
	Handling cost, profit and all other charges in respect of item C1.2.9.5	%	R 5 000 000,00		
B-C 1.2.9.6	Occupational Health & Safety for Engineer's Quality Assurance/Acceptance control	Prov sum	1.0	R 1 200 000,00	R 1 200 000,00
	Handling cost, profit and all other charges in respect of item C1.2.9.6	%	R 1 200 000,00		
B-C 1.2.9.7	Environmental Compliance Agent for Engineer's Quality Assurance/Acceptance control	Prov sum	1.0	R 1 200 000,00	R 1 200 000,00
	Handling cost, profit and all other charges in respect of item C1.2.9.7	%	R 1 200 000,00		
B-C 1.2.9.8	Portion of the works identified to be completed by local subcontractors	Prov sum	1	R 40 000 000,00	R 40 000 000,00
	Handling cost, profit and all other charges in respect of item C1.2.9.8	%	40 000 000,0		
Total Carried Forward To Summary					

COTO BOQ
Estimate

CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

Item	Description	Unit	Quantity	Rate	Amount R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	Lump sum	1.0		
C1.3.1.3	Time-related obligations	month	24		
C1.3.2	Contract sign boards	m^2	48		
	NOTE:"Total of fixed obligations + time-related items for establishment shall not exceed 15% of Tender Sum excluding VAT, Contingencies and CPA"				
Total Carried Forward To Summary					

COTO BOQ
Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m²	170		
C1.4.1.2	Laboratories	m²	180		
C1.4.1.3	Open concrete working floors and verandas	m²	150		
C1.4.1.4	Roofs over open concrete working floors and verandas	m²	240		
C1.4.1.5	Store rooms inside the laboratory	m²	150		
C1.4.1.6	Car ports	No	06		
C1.4.1.7	Ablution unit	No	01		
C1.4.1.9	Kitchen unit (equipped as cattle, microwave, fridge and stove)	No	01		
C1.4.1.10	Type A prefabricated house	No	1		
C1.4.1.13	Rented housing paid for by the Contractor	Prov sum	1.0	R 300 000,00	R 300 000,00
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%	30 0 000		
C1.4.2	Items measured by area:				
C1.4.2.1	Shelving as specified, complete with brackets	m²	10		
C1.4.2.2	Work benches with a concrete slab top	m²	30		
C1.4.2.3	Work-benches with a wooden top	m²	24		
C1.4.2.4	Constant-temperature baths of concrete and / or plastered brick	m²	5		
C1.4.2.5	Concrete footings and pedestals for laboratory equipment	m²	04		
C1.4.2.6	Roller blinds, opaque type	m²	30		
C1.4.2.7	Venetian blinds	m²	10		
C1.4.2.8	Notice boards	m²	02		
C1.4.2.9	White boards	m²	02		
C1.4.3	Items measured by number:				
C1.4.3.1	Office swivel chair	No	10		
C1.4.3.2	Office chair	No	10		
C1.4.3.3	Draughtsman's stool	No	02		
C1.4.3.4	Laboratory high chair	No	08		
Total Carried Forward					

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

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					R -
C1.4.3.38	Standpipe complete with 30 m of 19 mm dia. heavy duty hose pipe	No	01		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	PC sum	1.0	R 12 000,00	R 12 000,00
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%	12000		
C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	PC sum	1.0	R 12 000,00	R 12 000,00
C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%	12000		
C1.4.4.7	The provision of paper and ink for a combination colour printer / copier / scanner	PC sum	1.0	R 1 500,00	R 1 500,00
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%	1500		
C1.4.4.9	The provision of a complete 220 / 250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1.0	R 5 000,00	R 5 000,00
C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%	5000		
C1.4.4.11	The provision of a complete 440 / 231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1.0	R 5 000,00	R 5 000,00
C1.4.4.12	Handling costs and profit in respect of item C1.4.4.11	%	5000		
C1.4.4.13	Provision of a 440 / 231 volt three phase electricity generator if electricity from a power supply authority is not available on site	PC sum	1.0	R 8 000,00	R 8 000,00
C1.4.4.14	Handling costs and profit in respect of item C1.4.4.13	%	R 8 000,00		
C1.4.4.15	The provision of all gas installations required at the site offices, laboratories and at the Engineer's staff accommodation (if required), including gas storage cylinders, tubing, regulators, gas burners and shut-off cocks	PC sum	1.0	R 8 000,00	R 8 000,00
C1.4.4.16	Handling costs and profit in respect of item C1.4.4.15	%	8000		
C1.4.5	Services at site offices, laboratories and site accommodation:				
C1.4.5.1	Fixed costs	Lump sum	1.0		
C1.4.5.2	Running costs	month	24		
C1.4.6	Office staff:				
C1.4.6.1	Secretary / receptionist	month	24		
C1.4.6.2	Technical assistant	month	24		
C1.4.7	Site inspection transport:	km	4224		
Total Carried Forward					

FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.7.1	Provision of a bus, mini-bus or combi van for site inspection purposes (Mini bus or LDV)	per day	48		
C1.4.7.2	Travel on site	km	4 224		
C1.4.8	Site security measures for the Engineer's facilities:				
C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	Lump sum	1.0		
C1.4.8.2	Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	month	24		
C1.4.8.3	Supply and installation of all required security measures at the Engineer's site accommodation	Lump sum	1.0		
C1.4.8.4	Provision of security guards / watchmen and an armed response service at the Engineer's site accommodation	month	24		
Total Carried Forward To Summary					

COTO BOQ
Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.2	Accommodation of vehicular traffic	month	24		
C1.5.4	Construction of temporary deviations The applicable payment items required for the construction of temporary deviations shall be taken from the relevant chapters and sections in Chapters 1, 3, 5, 9 and 10 and inserted into the Pricing Schedule here. Each payment item for the construction of temporary deviations shall be preceded by the main payment item number C1.5.4 / followed by the payment number for the applicable payment item.				
C3.2.1	Excavating in all material situated within the following depth ranges below the surface level:				
(a)	0m to 1,5m	(m3)	150		
C3.2.2	Backfilling				
C3.2.2.1	Using the excavated material	(m3)	150		
C3.2.3	Concrete pipe culverts:				
C3.2.3.1	On Class A bedding (450mm)	m	300		
C5.3.2.1 '(m)	Gravel base layer (unstabilised) (150mm thick) compacted to 95% of MDD	(m3)	17000		
C1.5.5	Maintenance of temporary deviations:				
C1.5.5.1	Grass cutting	ha	12		
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km	300		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kℓ	1 0 000		
C1.5.5.11	Other road maintenance work ordered by the Engineer	Prov sum	1.0	R 1 000 000,00	R 1 000 000,00
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%	1000000		
C1.5.6	Removal of temporary deviations	km	66		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (800 x 200)	No	900		
	(b) Double sided, reversible left or right (800 x 200)	No	900		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	300		
C1.5.7.3	Flagmen	man-shift	905		
C1.5.7.4	Traffic controllers	man-shift	452		
C1.5.7.5	Provision of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:	No	08		
	(i) 900 mm wide x 150 mm high	No	08		
	(ii) 1 200 mm wide x 200 mm high	No	08		
C1.5.7.6	Maintenance of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (a pair of two lights mounted on a separate backing board)	month	24		
	(b) Flashing LED illuminated arrow board	month	24		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(c) Illuminated road sign – R & TR series (1200 diameter)	month	24		
	(d) Illuminated road sign – TW series (1200 length of sides)	month	24		
	(e) Mobile variable message sign	month	24		
C1.5.7.8	Traffic control stations	month	24		
C1.5.7.9	Cleaning of traffic control facilities	month	24		
C1.5.8	Traffic safety officer	man-month	24		
C1.5.9	Traffic safety vehicle	month	24		
C1.5.10	Tow trucks:				
C1.5.11.1	Provision of reflective safety vests for visitors	No	30		
C1.5.11.2	Provision of hard hats for visitors	No	10		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	Prov sum	1.0	R 300 000,00	R 300 000,00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	300000		
Total Carried Forward To Summary					

COTO BOQ
Estimate

CLEARING AND GRUBBING

Item	Description	Unit	Quantity	Rate	Amount R
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	15		
C1.6.2	Grubbing:				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	15		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.1	Loading:				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m^3	18 0 000		
C1.7.2	Hauling:				
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m^3-km	35 0 000		
	(b) Soil and gravel material,material from ecxavated existing pavement	m^3-km	5 000		
Total Carried Forward To Summary					

C4.3 EXISTING ROAD MATERIALS

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C4.3.3				Removal of bituminous seal surfacing (thickness not exceeding 30mm)	(m2)	10000		
C4.3.4				**Saw-cutting existing materials within the following average depth ranges**				
	C4.3.4.1			**Asphalt material:**				
		(a)		Up to 50mm	(m)	4500		
		(b)		Exceeding 50mm and up to 100mm	(m)	2250		
	C4.3.4.2			**Crushed stone and gravel material:**				
		(a)		Up to 100mm	(m)	3500		
	C4.3..4.3			**Cemented material:**				
		(a)		Up to 100mm	(m)	1000		
	C4.3.4.4			**Concrete material:**				
		(a)		Up to 50mm	(m)	500		
C4.3.5				**Providing the milling machine on the site**				
	C4.3.5.1			Small milling machine with a cutting width of 1.2m or smaller	(No.)	1		
	C4.3.5.2			Large milling machine with a cutting width exceeding 1.2m	(No.)	1		
C4.3.6				**Milling and removal of existing asphalt layers with an average milling depth (Contractor takes ownership)**				
	C4.3.6.1			Not exceeding 50mm	(m3)	6000		
	C4.3.6.2			Exceeding 50mm but not exceeding 100mm	(m3)	1500		
C4.3.8				**Excavating material by milling**				
	C4.3.8.1			Crushed stone material	(m3)	2000		
C4.3.10				**Excavating material by using labour enhanced methods of construction**				
	C4.3.10.1			Asphalt material	(m3)	1500		
	C4.3.10.2			Crushed stone and macadam materials	(m3)	300		
C4.3.12				**Removing of existing concrete material within the following average depth ranges**				
	C4.3.12.1			The break-up method:				
		(a)		Not exceeding 150mm	(m3)	25		
	C4.3.14.2			**Removing of existing road edging using labour enhanced methods of construction:**				
		(a)		Kerbing and edge beams:				
			(i)	In situ concrete kerbing and edge beams	(m3)	10		
			(ii)	Precast concrete kerbing (specify type or figure)	(m)	5		
C4.3.18				**Excavate non-compliant or excess pavement layer material to spoil in sites designated by the Contractor, material consisting of**				
	C4.3.18.1			Asphalt material	(m3)	4500		
	C4.3.18.2			Crushed stone, macadam, gravel and sand material	(m3)	1000		
	C4.3.18.4			Concrete material	(m3)	25		
TOTAL CARRIED FORWARD TO SUMMARY								

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	Pavement layer material:				
	(a) Type G1 crushed stone base course material	m^3	1 3 000		
	(c) – (e) Type G6a material	m^3	6 000		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C5.3	ROAD PAVEMENT LAYERS				
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No	2		
C5.3.2.1	Construction of layers using conventional construction methods:				
	(h) Gravel shoulder layer (125mm) compacted to 95 % of MDD	m^3	1 8 000		
	(aa) G1 crushed stone base layer (150mm) compacted to 88 % of AD (Category B roads)	m^3	1 3 000		
C5.3.9	Construction of a trial section:				
C5.3.9.1	Construction of a trial section using conventional methods of construction:				
	(c) Crushed stone base layer (150 layer thickness) trial section	m^3	320		
Total Carried Forward To Summary					

COTO BOQ
Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C5.4	STABILISATION				
C5.4.2	Chemical stabilisation:				
C5.4.2.1	Chemical stabilisation (200mm) of pavement layers (compacted to 95% of modified AASHTO Density)	m^3	3 5 400		
C5.4.5	Cementitious stabilisation agents for pavement layers:				
	(a) cement (for pavement layers-CEM II 32.5N)	t	2 300		
C5.4.10	Provision and application of water for curing	kℓ	1 5 000		
C5.4.11	Curing by covering with the subsequent layer	m^2	1 0 000		
Total Carried Forward To Summary					

COTO BOQ
Estimate

RECONSTRUCTION OF PAVEMENT LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS				
C5.5.1	Compiling and implementing M&U plans for the reconstruction of an existing road pavement	No	1		
C5.5.3	Construction equipment for sampling of in-situ material for mix design procedure	No	7		
C5.5.4	Sampling of in-situ material for mix design procedure	No	7		
C5.5.5	Construction of a trial section using a recycler	m^3	800		
C5.5.8	Pre-pulverising material in the existing pavement:				
C5.5.8.1	Asphalt wearing course (40mm depth)	m^3	500		
C5.5.8.2	Crushed stone base (150mm depth)	m^3	2 500		
C5.5.16	In-situ reconstruction of a pavement layer using a recycler to construct a stabilised base layer:				
C5.5.15.1	Chemically stabilised base layer compacted to 95 % of MDD:				
	(b) Using cemented material and non cemented compacted to 200mm thick	m^3	3 5 400		
C5.5.18	In-situ reconstruction of a pavement layer using conventional construction equipment to construct a stabilised subbase layer:				
C5.5.20	Material shortfall or make-up material:				
C5.5.20.3	For subbase layer	m^3	2 000		
Total Carried Forward To Summary					

C6.2 SEGMENTAL BLOCK PAVING LAYERS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C6.2.2		Cast in-situ concrete edge and intermediate beams (30MPA)	cubic metre (m3)	400		
TOTAL CARRIED FORWARD TO SUMMARY						

COTO BOQ
Estimate

PRIME COAT

Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.2	MC -30 cut-back	ℓ	48000		
C8.1.1.3	Inverted bitumen emulsion	ℓ	30 0 000		
C8.1.2	Aggregate for blinding:				
C8.1.2.1	Natural sand	m^3	200		
C8.1.2.2	Crusher sand	m^3	200		
C8.1.3	Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	ℓ	2 000		
Total Carried Forward To Summary					

COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS

Item	Description	Unit	Quantity	Rate	Amount R
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS				
C8.2.1	Cover sprays, fog sprays and rejuvenation sprays:				
C8.2.1.2	60 % Anionic stable grade emulsion:				
	(a) Indicate dilution (diluted 50% emulsion /50% water)	ℓ	45 0 000		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C8.3	TEXTURE TREATMENT				
C8.3.1	Texture treatment:				
C8.3.1.1	Application of slurry for texture improvement, applied by hand (aggregate grade6.7mm, type of emulsion-Cationic quick set modified-SBR/polymer, filler ordinary portland cement CEM I 32.5N))	m^3	300		
C8.3.1.2	Application of slurry for texture improvement, applied by spreader box (aggregate grade6.7mm, type of emulsion-Cationic quick set modified-SBR/polymer, filler ordinary portland cement CEM I 32.5N)	m^3	7 300		
Total Carried Forward To Summary					

C8.5 STANDARD CRACK SEALING

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C8.5.1			**Standard crack sealing**				
	C8.5.1.1		Cleaning cracks				
		(a)	Cleaning crack with cold compressed air	(m)	7000		
		(b)	Cleaning crack with hot compressed air	(m)	7000		
	C8.5.1.2		Applying herbicides for sealing cracks	(ℓ)	7000		
	C8.5.1.3		Priming *(AE-11/SS60 Diluted1:1)*	(ℓ)	7000		
	C8.5.1.4		Sealing the cracks				
		(a)	Sealing using *(Bitumen Rubber)*	(ℓ)	7000		
	C8.5.1.5		Heating of surface before rolling	(m)	3000		
	C8.5.1.6		Rolling the cracks	(m)	3000		
TOTAL CARRIED FORWARD TO SUMMARY							

Item	Description	Unit	QTY	RATE	Amount
Brought Forward					
C8.8.3	Compacting the floor of excavations for patching (95% Mod AAstho)	m²	80 000,00		
C8.8.4	Backfilling of excavations for patching with:				
C8.8.4.2	Bitumen Stabilised Material **(BTB-BITUMEN TREATED BASE 80mm-100mm)** for a patch with a surface area:				
	(a) Not exceeding 10 m² including for edge repairs wider than 250 mm	ton	1 000,00		
	(b) Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250 mm	ton	120,00		
	(c) Exceeding 50 m² up to 100 m² including for edge repairs wider than 250 mm	ton	1 000,00		
	(d) Exceeding 100 m²	ton	3 000,00		
C8.8.4.3	Asphalt for a patch with a surface area (hot asphalt-continuosly graded asphalt):				
	(a) Not exceeding 10 m² including for edge repairs wider than 250 mm	t	1 000,00		
	(b) Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250 mm	t	250,00		
	(c) Exceeding 50 m² up to 100 m² including for edge repairs wider than 250 mm	t	2 500,00		
	(d) Exceeding 100 m² (using Paver)	t	3 000,00		
Total Carried Forward					

Item	Description	Unit	QTY	RATE	Amount
Brought Forward					
C8.8.6	Repairing edge breaks in surfacing:				
C8.8.6.1	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	4 000,00		
C8.8.6.2	Prime coat (MC30 Cutback)	ℓ	2 000,00		
Total Carried Forward To Summary					

C9.1 ASPHALT LAYERS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMT
C9.1.3			**Application of bond coat**				
	C9.1.3.1		Stable–grade 30% net bitumen emulsion as specified. Applied with a calibrated distributer	(ℓ)	55000		
	C9.1.3.2		Applied in restricted areas using a portable pressure sprayer	(ℓ)	10000		
	C9.1.3.3		Applied by hand using brushes on all exposed transverse and longitudinal construction joints	(ℓ)	5000		
C9.1.4			**Asphalt base**				
	C9.1.4.1		**New Construction**				
		(a)	Stone skeletal mix – continuously graded as defined (BTB 80-100mm)	(m2)	1000		
C9.1.5			**Asphalt surfacing**				
	C9.1.5.1		New construction				
		(a)	Asphalt layers (continuosly graded asphalt 60/70 penetration grade bitumen 40mm tickness	(m2)	45000		
TOTAL CARRIED FORWARD TO SUMMARY							

COTO BOQ

Estimate

Item	Description	Unit	Quantity	Rate	Amount R
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.3	Multiple stone seals including a cover spray, if specified using:				
C10.1.3.1	20 mm and 10 mm aggregate (Grade 1 Aggregate and Class S-E1 modified binder)	m²	46 6 380		
C10.1.4	Embargo period effects:				
C10.1.4.1	Re-establishment of sealing team after embargo period (to be priced by Contractor)	Lump sum	1,0		
C10.1.4.2	Extra-over for sealing during the specified embargo period (Grade 1 Aggregate and Class S-CE1 winter grade modified binder)	m²	20000		
C10.1.9	Bituminous binder variations:				
C10.1.9.11	Precoating fluid (SS60/AE11)	ℓ	15 0 000		
C10.1.10	Aggregate variation :				
C10.1.10.3	10 mm aggregate	m³	1 500		
C10.1.10.5	20 mm aggregate	m³	1 000		
C10.1.13	Precoating of aggregate using a dedicated plant:				
C10.1.13.1	Product containing low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	15 0 000		
C10.1.13.2	Product containing no low flashpoint solvent (Colcote or similar @12-16l/m3 precoating fluid)	ℓ	3 000		
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C10.1.26	Trial sections for all seal types specified (20/10mm seal type)(to be priced by Contractor)	Lump sum	1,0		
Total Carried Forward To Summary					

C11.7 ROAD MARKINGS AND ROAD STUDS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C11.7.1		**Road marking:**				
C11.7.2		**Retro-reflective road marking:**				
	C11.7.2.1	White lines broken or unbroken (Thermoplastic type 2, 3mm thick and 150mm wide)	(km)	400		
	C11.7.2.2	Yellow lines broken or unbroken (Thermoplastic type 2, 3mm thick and 150mm wide)	(km)	450		
	C11.7.2.4	White lettering and symbols (Thermoplastic type 2, 3mm thick and 150mm wide)	(m2)	200		
	C11.7.2.5	Yellow lettering and symbols(Thermoplastic type 2, 3mm thick and 150mm wide)	(m2)	200		
C11.7.5		**Variations in rate of application:**				
	C11.7.5.1	White paint	(ℓ)	1000		
	C11.7.5.2	Yellow paint	(ℓ)	1000		
TOTAL CARRIED FORWARD TO SUMMARY						

FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

Item	Description	Unit	Quantity	Rate	Amount R
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
C11.9.1	Finishing the road and road reserve:				
C11.9.1.1	Dual carriageway road	km	120		
Total Carried Forward To Summary					

ITEM	DESCRIPTION	UNIT	BILLED	RATE	AMOUNT R
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT				
G10.01	Project Liaison Committee costs	Prov Sum	1	40 000,00	R 40 000,00
G10.02	Community Liaison Officer salary	Prov Sum	1	450 000,00	R 450 000,00
	(a) Handling cost and profit in respect of Item g10.01 & G10.02 above	%	490 000		
	Student experiential training				
	Provision of experiential training	Prov Sum	1	600000	R 600 000,00
	(a) Handling cost and profit in respect of Item above	%	600 000		
G10.03	Training:				
	(a) General training of potential ABE™s	Prov Sum	1	150 000,00	R 150 000,00
	(b) Training of the temporary workforce:				
	(i) Technical training	Prov Sum	1	400 000,00	R 400 000,00
	(ii) HIV/ AIDS training	Prov Sum	1	200 000,00	R 200 000,00
	(iii) OHS Training	Prov Sum	1	250 000,00	R 250 000,00
	(c) Handling cost and profit in respect of Items G10.03 (a) (b) (i) (ii) (iii)	%	1000 000		
Total Carried Forward To Summary					

SUMMARY OF SECTIONS		
Chapter	Description	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.4	FACILITIES FOR THE ENGINEER	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C1.7	LOADING AND HAULING	
C4.3	EXISTING ROAD MATERIALS	
C4.4	COMMERCIAL MATERIALS	
C5.3	ROAD PAVEMENT LAYERS	
C5.4	STABILISATION	
C5.5	RECONSTRUCTION OF PAVEMENT LAYERS	
C6.2	SEGMENTAL BLOCK PAVING LAYERS	
C8.1	PRIME COAT	
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS	
C8.3	TEXTURE TREATMENT	
C8.5	STANDARD CRACK SEALING	
C8.8	PATCHING AND EDGE BREAK REPAIR	
C9.1	ASPHALT LAYERS	
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	
C11.7	ROAD MARKINGS AND ROAD STUDS	
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
G1000	TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE	
	TOTAL FOR SCHEDULED ITEMS CARRIED FORWARD - SUMMARY	
	CPA (/Applicable) 5%	
	5% Contigencies	
	SUBTOTAL	
	Add 15% VAT	
	Tender Sum	

THE ADVERTISEMENT AND APPOINTMENT OF A CONTRACTOR WITH MINIMUM OF CIDB GRADING LEVEL 9CE FOR SPECIAL MAINTENANCE OF PRIMARY ROAD R59 P33/3, P56/2, P10/1 P83/1 AND 73/1 BETWEEN VILJOENSKROON, VREDEFORT, PARYS, TO SASOLBURG FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

Part C3 Specification for the Work

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PS6	SITE FACILITIES	C3-7
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B1.5	ACCOMMODATION OF TRAFFIC	C3-5
B4.1	BORROW MATERIALS	
B4.4	COMMERCIAL MATERIALS	
B5.3	ROAD PAVEMENT LAYERS	
B5.4	STABILISATION	
B8.1	PRIME COAT	
B8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS	
B9.1	ASPHALT LAYERS	

PART C3SCOPE OF WORKS

SECTION C3.1STANDARD SPECIFICATIONS

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

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

SANS 1914-1 to 6 (2002):Targeted Construction Procurement

SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
SARTSM regulations	Road Signs and Road Marking Manuals

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

SECTION C3.2:PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplements the Standard Specifications.

PART A contains a general description of the works, the site and the requirements to be met.

PART B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

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

PART D contains specifications for Occupational Health and Safety including the baseline risk assessment.

PART E contains specifications for Environmental Compliance.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer with a consultation to the Employer before the execution of the work under the relevant item(in the form of Addendum).

PART A: GENERAL

PS1 EMPLOYER'S OBJECTIVES

The Employer's general objective is to Maintain the primary road the road R59 P33/3, P56/2, P10/1 & P83/1 between Viljoenskroon, Vredefort, Parys, N1 bridge, Sasolburg to border of Free State/Gauteng. The project offers employment job opportunities and also uplift the local community.

- To deliver suitable public infrastructure in a cost effective way,
- Create employment and up-improve job opportunities for local communities and contractors.
- To improve mobility and access to nearby towns for transportation facilities as part of economic growth.

This project has the following particular objectives:

- Create employment for 4 laborers for every one million spent.
- Create employment opportunities for local subcontractors, with a total of 30% of net construction amount/value (excl. Professional fees, CPA and Contingencies).
- Provide work experience for two departmental students.
- To provide training for local labor in social as well as in labor intensive construction skills.

PS2LOCATION OF THE WORKS

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

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

BA1.2.3GENERAL

Replace Clause A1.2.3 with the following:

"The General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract, forming part of the contract, will be applied".

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

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction

Works, as amended by the Special Conditions of Contract in Part C1.2: Contract Data of this Volume, shall apply and the Contractor shall be responsible for the interpretation of the equivalent clause.

TABLE 1.2/1

REFERENCES IN COTO STANDARD SPECIFICATIONS TO THE RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2015

COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020)		**SAICE General Conditions of Contract for Construction Works 3rd Edition 2015**	
Clause no.	**Description or Reference**	**Clause no.**	**Description or Reference**
A1.2.3.4	Extension of time for delays caused by rainfall	5.12	Extension of time for Practical Completion
A1.2.3.5	Handing-over of the site of the works	5.4	Access to site
A1.2.3.7	Legal and Contractual requirements and responsibility to the public and Employer	4.3	Legal Provisions
A1.2.3.10	Notices, signs and advertisements	4.5	Notices and Fees
A1.2.3.11	Ordering of daywork	6.5	Dayworks
A1.2.3.14	Remedial Work	7.9	Urgent remedial work
A1.2.3.19	Temporary drainage and dewatering	8.1& 8.2	Protection of works & Care of the works
A1.2.7.1	Programme of work	5.6	Programme

PS3 EXTENT OF THE WORKS

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

- Contractor's Site Establishment
- Traffic Accommodation
- Removal of bituminous seal surfacing
- Saw-cutting existing materials
- Milling and removal of existing layers
- Excavating material by using labour enhanced methods of construction
- Gravel shoulder layers
- Cast in-situ concrete edge and intermediate beams
- Cover sprays, fog sprays and rejuvenation sprays
- Application of slurry for texture improvement
- Compacting the floor of excavations for patching
- Backfilling of excavations for patching with: BTB & Hot Asphalt
- Repairing edge breaks
- Patch & Reseal (20/10 double seal) – **(sections that in fair condition)**
- In-situ reconstruction of a pavement layer using a recycler to construct a stabilised base layer (stabilisation using cement 2,5%-3%)- **only critical sections**
- Road marking
- Road Signs (Regulatory Signs only)

Viljoenskroon-Vredefort (51.8km) (Preventative maintainance)

Fair sections – Pothole patches using hot asphalt (surface correction) & BTB, ETB (base correction), edge breaks & shoulder repair, & road markings.

Slurry seal

Poor Sections – recycling existing G1 with 2.5% cement and 20/10 double seal **(critical section only)**

Vredefort -Parys (15.7km) (Preventative maintainance)

Fair sections – Pothole patches & Milling of existing backfill using hot asphalt (surface correction) & BTB, ETB (base correction), edge breaks & shoulder repair, Crack seal & road markings.

Slurry seal & Reseal 20/10 double seal

Poor Sections – recycling existing G1 with 2.5% cement and 20/10 double seal **(critical section only)**

Parys to N1 Bridge 18.4KM (Preventative maintainance)

Fair sections – Pothole patches & Milling of existing backfill using hot asphalt (surface correction) & BTB, ETB (base correction), edge breaks & shoulder repair, & road markings.

Slurry seal & Reseal 20/10 double seal

Poor Sections – recycling existing G1 with 2.5% cement and 20/10 double seal **(critical section only)**

N1 Bridge to Sasolburg to Free State & Gauteng Border 25km (Routine maintainance)

Fair sections – Pothole patches using hot asphalt (surface correction) & BTB, ETB (base correction), edge breaks & shoulder repair.

Fog Spray & Road Markings

PS4NATURE OF GROUND AND SUBSOIL CONDITIONS

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

PSSCONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS5.1Quality Assurance (QA)

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

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

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

PS5.2Management and disposal of water and surplus material

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

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

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

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

PS5.3Management of the environment

- The Contractor shall pay special attention to the following:

Natural vegetation

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

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

Fires

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

PS6SITE FACILITIES

PS6.1Contractor's camp site office and depot

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

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

PS6.2Accommodation of employees

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

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

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

- No informal housing or squatting will be allowed.

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

PS6.3 Power supply, water and other services

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

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

PS6.4 Security

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

PS7REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS7.1 General

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

PS7.2 Basic requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

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

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

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

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

PS7.3 Traffic Safety Officer

The Contractor shall appoint a suitable traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in Section 1. 5 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

PSSOCCUPATIONAL HEAL TH AND SAFETY

PS8.1 General Statement

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

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

PS8.2 Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

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

b) Bidder's Health and Safety Plan

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

- a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- Pro-active identification of potential hazards and unsafe working conditions;
- provision of a safe working environment and equipment;

- statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas *(Regulation 5);*

- monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and

- detail of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

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

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

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

B1.2.7.1PROGRAMME OF WORK

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

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

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

(a) General

Insert the following at the beginning of the clause:

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

i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.

ii) The sequence of activities and any dependencies (time or resource related) between them.

iii) The critical path activities.

iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

v) Other information specifically required by the Engineer.

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

i) Unexpected weather conditions and their effects.

ii) Known physical conditions or artificial obstructions.

iii) The accommodation and safeguarding of public traffic.

iv) Restrictions of the total length of deviation open to traffic at any one time. Simultaneous work on adjacent sections shall not be allowed.

v) All special non-working days as defined in Part C1.2: Contract Data.

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

The following details shall be submitted together with the programme:

i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.

ii) The overall labour and major plant resource levels on which the programme is based.

iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).

i v) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

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

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

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

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

i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.

ii) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.

iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.

iv) A report on all labour, plant and materials on site.

v) All other appendices to the monthly site meeting minutes as required by the Employer."

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

Add the following before the last paragraph :

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

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

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

The Contractor shall submit written notice to the Engineer in the form of "jobrequests" of at least three working days before the intention of setting out or commencing any portion of the Works especially if the Works are to be checked. Such notice shall include the time, location and type of Work to be set out or checked. The Contractor shall complete setting out or surveying any part of the works ahead of his submitted construction programme to allow the Engineer
adequate time to check the setting out or the survey and to give his approval to proceed or give instructions for alterations, additions and omissions."

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

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

Add the following paragraph:

"The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered Land Surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the Engineer shall be the Contractor's responsibility and included in the tender rates."

B1.2.8 WORKMANSHIP AND QUALITY CONTROL

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

a) Process control

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

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

"The Contractor shall submit the quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. Once accepted by the Engineer the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

b) Acceptance control

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

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

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

The schedules will include but not limited to the following:

- Quality acceptance control testing
- Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.

- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)

- Monthly labour and Progress reports."

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

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

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

B1.2.8.2 ACCEPTANCE QUALITY CONTROL

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

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

The schedules will include but not limited to the following:

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

BA1.2.8.3 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

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

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

i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.

ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.

iii) Any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied.

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

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

BA.1.2.8.4 **INFORMATION FURNISHED BY THE EMPLOYER**

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

BA 1.2.3.4 **EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL**

Change the existing heading of clause BA 1 . 2 . 3 . 4 to read as above and wherever the expression "rainfall" is encountered replace it with "inclement weather"

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

TABLE B1215/1

ANTICIPATED DAYS LOST DUE TO INCLEMENT WEATHER CONDITIONS

EXPECTED NUMBER OF WORKING DAYS LOST (Y mm Claimable working rainy days equal to or more per day)			
JANUARY	4	JULY	2
FEVRUARY	4	AUGUST	3
MARCH	4	SEPTEMBER	3
APRIL	3	OCTOBER	3
MAY	2	NOVEMBER	3
JUNE	2	DECEMBER	4

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

- Cold weather conditions,
- Windy conditions,
- Misty conditions,
- Excessive dust storms, and
- Rainy conditions (more than 1 0 mm rain per day).

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

(a) no work on the critical path (delay in critical path) according to the latest approved programme for completion of the works could be carried out during that specific working day or if

(b) only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of inclement weather and/or abnormal climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Engineer as lost due to climatic conditions, less the number of days in Table B121 5/1 . The total extension of time for the contract will be the sum of the monthly extensions.

Extension of time for portions of a month shall be calculated *as per COTO formula*

A1.2.3.4 Extension of time for delays caused by rainfall:

$V = (Nw - Nn) + [(Rw - Rn) \div X]$

V = Delay due to rain in calendar days in respect of the calendar month under consideration.
Nw = Actual number of days during the calendar month on which a rainfall day has been recorded.
Rw = Actual rainfall in mm for the calendar month under consideration.
Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records Provided in the table below, on which a rainfall of Y mm or more per day has been recorded.

Rn = Average total rainfall in mm for the calendar month (claimable 10mm or more per day)

X = 20

If approved extensions of time extend the completion date beyond the start of the Contractor's holiday in December, the holiday period shall not be considered as working days, as defined in the Contract Data. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/ New Year break."

BA1.2.3.5 HANDING-OVER OF THE SITE OF THE WORKS

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

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

i) The limits, lengths, widths and areas of construction.

ii) The location of kilometer markers and reference beacons

iii) The location of stockpile areas and the responsibilities of the Contractor with regard to the road reserve area and the stockpile sites (fencing, re-establishment, height of stockpile, etc.).
The method of accommodation of public traffic with regard to safety, sight distances, interference with existing road signs and road markings both within the work area and providing advance warning before the work area.

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

BA1.2.3.6 LEGAL PROVISIONS

Add the following new paragraph:

"The Contractor shall take note of the new Construction Regulations 2003 recently promulgated under the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2017 No. R. 1010 promulgated 1 8 July 2003 as well as the COVID 19 Occupational Health and Safety Measures in Workplaces COVID 1 9 (C19 OHS), 2020, issued by the department of Employment and Labour. The Contractor shall in terms of sub clause 5(1) of these regulations provide a comprehensive health and safety plan detailing the hazards identified on this project and the procedures required to mitigate, reduce and/or control the said hazards.

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

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

BA 1.2.3.10 NOTICES, SIGNS AND ADVERTISEMENTS

"All signboards erected in accordance with the drawings or as approved advertisements for the Contractor's establishment, shall be removed at the same time as the de-establishment of the Contractor's camp. Payment under sub-item 13 . 01 for the final installment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

PART C: MEASRUREMENT AND PAYMENT

ITEM **UNIT**

B1 . 2 . 11 Laboratory tests for Engineer's quality assurance .acceptance control. **Provisional (Prov. Sum)**

B 1 . 2 . 1 1 (i) Contractor's handling cost and profit in respect of sub-item.....**Percentage** (%)

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

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

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1 . 2 . 1 1 (i)."

B1.2.12 (I) **Site Surveyor** for Engineer's quality.....

Assurance/ acceptance control **Provisional (Prov. Sum)**

B1 . 2 .12 (ii) Contractor's handling cost and profit in respect of sub-item B1 .2.12(i) **Percentage(%)**

Quality assurance control surveying will be carried out by an external surveyor as nominated by the Engineer.

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

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B 1 . 2 . 12(i) .1 1

B1 . 2 . 13 **(i)** **Occupational Health and Safety Agent** for Engineer's quality

Assurance/ acceptance control **Provisional (Prov. Sum)**

B1 .2.13 (ii) Contractor's handling cost and profit in respect of

sub-item B1 . 2 . 13(i) **Percentage(%)**

Quality assurance control health & safety will be carried out by an external health & safety agent as nominated by the Engineer.

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

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B 1 . 2 . 13(i) . ..

B1 . 2 . 14 (i) **Environmental Compliance Agent** for Engineer's quality Assurance/ acceptance control **Provisional (Prov. Sum)**

B1 .2.14 (ii) Contractor's handling cost and profit in respect of sub-item B1 . 2 . 14(i) **Percentage(%)**

Quality assurance control environmental compliance agent will be carried out by an external environmental agent as nominated by the Engineer.

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

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B 1 . 2 . 14(i) . .

PART C: 30% SUBCONTRACTING AND LOCAL SMME PARTICIPATION

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

The nominated subcontractor will submit an itemised claim and an associated invoice to the Contractor. Will be considered upon the submission of a claim by the Main Contractor to the Engineer.

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

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

For tender purposes the Bidder shall include 30% percentage to all work related items in the BOQ- to cater for the sub- contractors.

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

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

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

1. **SCOPE**

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

2. **Subcontractor locality**

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

3. **Proposed scope of works**

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

Clearing And Grubbing

Earth Drains

Cleaning of Prefabricated Culverts

Concrete Kerbing, Concrete-Channeling, Chutes And Downpipes, And Concrete Linings For Open Drains

Repairing Edge Breaks & shoulders

Treatment Of An Existing Surface Exhibiting Certain Defects

Pitching, Stonework And Protection Against Erosion

Gabions

Guardrails

Fencing

Road Signs

Road Markings

Landscaping And Planting Plants

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

   a. Compliance

   b. Pricing

   c. Negotiations with a main Contractor

A1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

A1.3.3.1 Construction camps

The Contractor shall make his own arrangements for the use of any property outside the road reserve for erection of the construction camp/s, as well as for the provision of adequate means of access, security and the installation and supply of water, electricity and telephone services required by the Contractor.

A1.3.3.2 Housing

The Contractor shall not erect any housing or other accommodation facilities on the site in urban areas and shall make all the necessary arrangements for accommodation of his personnel and site staff off the site.

A1.3.3.3 Maintenance of the Contractor's facilities

The Contractor shall maintain the construction camps and all the Contractor's other facilities in a clean, neat and tidy condition for the duration of the Contract. The Contractor shall also maintain all the access roads to the Contractor's site facilities including any publicly or privately owned roads that the Contractor is making use of. Depending on the initial condition of the access roads this may entail repairing any potholes and edge breaks of surfaced roads or the re-gravelling of the road and subsequently the regular watering, blading and rolling of the surface to maintain a firm surface without excessive corrugations and loose materials. The Contractor shall ensure that the access roads to the Contractor's facilities are always in a safe and passable condition for normal cars under all weather conditions.

A1.3.3.4 Contractor's own security arrangements

The Contractor shall provide all the security measures required for the Contractor's own facilities and equipment on the Site of the Works, including quarries, borrow pits, and for the traffic accommodation site facilities and equipment, as he deems necessary.

A1.2.3.21 Water

The Contractor shall make his own arrangements for procuring, transporting, storing, distributing and applying the water needed for construction and other purposes, except where otherwise specified.
Obtaining water from streams, rivers, dams or boreholes shall be subject to the Contractor obtaining the required permit from the relevant authority.
Obtaining water from a municipal or other water supply authority shall be subject to the Contractor entering into a supply agreement with the relevant supply authority.
The suitability of water for construction purposes shall be determined in accordance with the acceptance parameters given in the following clauses of this Standard Specification:

- Water for earthworks and pavement layers
- Water for stabilisation of pavement layers –
- Water for diluting bitumen emulsion –
- Water for grout
- Water for shotcrete

- Water for concrete structures
- Water for cementitious repair mortar or concrete
- Water for sprayed concrete

A1.2.3.17 Site security

The Contractor is responsible for keeping unauthorised persons off the Site of the Works in accordance with the requirements of the Conditions of Contract. The Contractor shall therefore carefully assess the security measures of whatever nature that may be required at the location of the Engineer's site office and laboratory, the Contractor's offices, stores and workshops, the Site of the Works including quarries, borrow pits, stockpile sites and manufacturing yards as well as any traffic accommodation site facilities and equipment which may be placed on the approaches to / exits from the Site of the Works.

C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS
PART C: MEASUREMENT AND PAYMENT

(i) Preamble

The tendered rate for each item shall include full compensation for providing, operating, maintaining and decommissioning upon completion, of all the construction equipment, labour, tools, incidentals and supervision to carry out the activity or construct the works in the item, unless otherwise stated.
Any prime cost or provisional sums shall be paid in accordance with the provisions of the Conditions of Contract. The charge or mark-up tendered or allowed for is a percentage of the amount actually paid under the prime cost or provisional sum. This percentage shall cover all the Contractor's handling, supervision, profit and liability costs to provide the services in the prime cost or provisional sum item. **(ii) Items that will not be measured separately**
There are no activities mentioned in this section that are not measured in this Section.

(iii) Items to be measured and paid for using items specified elsewhere in the specifications

There are no payment related items mentioned in this Section that are measured in other Sections of the specifications. **(iv) Items specifically for this Section of the specifications.**

Item	Description	Unit
C1.3.1	**The Contractor's general obligations**	
C1.3.1.1	Fixed obligations	lump sum
C1.3.1.2	Value-related obligations	lump sum
C1.3.1.3	Time-related obligations	month

The lump sums under items C1.3.1.1 and C1.3.1.2 and the contract rate per month for item C1.3.1.3 shall together include full compensation for all the Contractor's costs, charges, overheads and profits in respect of all the Contractor's General Obligations as specified in Clause A1.3.2.

The unit of measurement for item C1.3.1.1 is the lump sum. The lump sum shall include full compensation for the fixed part of the Contractor's general obligations, i.e. that part which is substantially fixed and is not a function of the value of the Works or of the time required for the completion of the Contract.

Payment of this lump sum will be made in three instalments, as follows:

- The first instalment, 50 % of the lump sum, will be paid after the Contractor has completed the establishment of the construction camps, site offices, laboratories and housing, has provided the personnel, staff and equipment required to commence the Works in accordance with all the specified requirements and has made a substantial start with construction of the Works in accordance with the approved programme.

- The second instalment, 35 % of the lump sum, will be paid when the value of the Work done reaches one half of the Contract Amount, excluding contingencies and price adjustments in terms of the Contract Documentation.

- The third and final instalment, 15 % of the lump sum, will be paid when the Works have been completed and taken over by the Employer.

FACILITIES FOR THE ENGINEER

the Engineer's site accommodation, laboratories and offices are temporary buildings provided on site, or existing buildings on or near the site. Together with the required water, sewage, telecommunication, internet and electricity services these shall be known as the Engineer's site facilities. (The Engineer's site facilities shall be provided by the Contractor for the duration of the Contract to house the Engineer's site personnel, accommodate all the materials testing equipment required to carry out the Engineer's acceptance control testing and to provide office space for the Engineer's site personnel.)

the Engineer shall furnish the Contractor with full details, in writing, regarding the number, type, layouts and furnishing of all site accommodation, laboratories and offices required for the use of the Engineer's site personnel.

The Contractor shall be responsible for the selection and purchase of all materials required to provide the Engineer's site facilities. The Contractor shall ensure that the specified standards are met and that all applicable legislative and regulatory requirements, building standards and health and safety requirements are complied with.

The Contractor shall maintain the Engineer's office, laboratory and site accommodation facilities in a clean, neat and tidy condition for the duration of the Contract. The Contractor shall also maintain all the access roads to the Engineer's site facilities including any publicly or privately owned roads that the Engineer is making use of. Depending on the initial condition of the access roads this may entail repairing any potholes and edge breaks of surfaced roads or the re-gravelling of the road and subsequently the regular watering, blading and rolling of the surface to maintain a firm surface without excessive corrugations and loose materials. The Contractor shall ensure that the access roads to the Engineer's facilities are always in a safe and passable condition for normal cars under all weather conditions.The Contractor shall provide all labour, equipment and material which may be necessary for keeping all the buildings in a neat and clean condition. To this end the Contractor shall provide cleaners and sanitary personnel and shall supply all soap, toilet paper, linen roller towels, cleaning aids and a refuse removal service. The Engineer's offices, laboratory buildings, kitchen, ablution units and any accommodation on site shall be cleaned daily. Any repairs required shall be made immediately following a request from the Engineer.

A1.5 ACCOMMODATION OF TRAFFIC

The Contractor may not commence any part of the Works until adequate provision has been made for the accommodation of vehicular, nonmotorised and pedestrian traffic. And shall provide and maintain access to all public and private properties which fall within or adjoin the Works at all times.

A1.5.3.3 Lane width

The clear width of any traffic lane which is provided along any section of a detour, a temporary deviation or any partial / half width construction area shall not be less than 3,5 m. If a lane width less than 3,5 m then temporary width restriction warning signs shall be erected at approved locations along the narrow section of the detour, temporary deviation or partial / half width construction areas.

A1.5.3.5 Legal requirements

All traffic accommodation arrangements shall also conform to the specifications and provisions given in the latest edition of the South African Road Traffic Signs Manual (SARTSM) and all other current legislation and regulations.

A1.5.3.6 Other traffic control measures ordered by the Engineer

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in standard payment items. Such road signs shall conform to the requirements given in Volume 2 of the SARTSM and/or specified in the Contract Documentation or by the Engineer in writing. To ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Engineer may instruct the Contractor to arrange for advertising in the press, on the local radio stations and/or for other forms of publicity.

A1.5.3.7 Penalty events

Whenever the Contractor fails or refuses to take the necessary steps to ensure the safety and convenience of the public and/or to accommodate the traffic, pedestrians and non-motorised traffic and maintain the temporary detours, deviations, traffic accommodation facilities and traffic safety devices correctly in accordance with all the requirements and specifications given in the Contract Documentation, the Contractor shall be subject to the following penalty conditions:

A1.5.3.8 Property pegs and survey beacons

Temporary deviations shall be constructed so as not to damage or displace existing cadastral beacons or trigonometrical-survey beacons. In exceptional cases where this is not possible, the Contractor shall notify the Engineer in good time so that the Engineer can arrange to have them suitably referenced before they are displaced. Cadastral beacons shall be replaced at the cost of the Contractor, unless removal is specified by the Engineer.

A1.5.3.9 Right of way

The travelling public shall have the right of way on public roads, existing roads used as detours and on all temporary deviations for the entire contract period. The Contractor shall make use of approved methods to control the movement of the construction equipment and vehicles so as not to constitute a hazard on the road or impede the public right of way.

A1.5.3.10 Safety of the travelling public and the Contractor's employees

The safety of the travelling public, and of the Contractor's and the Engineer's employees is of paramount importance and shall take priority over all aspects of the Works. The Contractor shall be responsible for the safe and easy passage of all vehicular, non-motorised and pedestrian traffic past and/or over the Works in a manner which will protect the road users, pedestrians, the Contractor's employees and the Engineer's employees.

A1.5.3. 11 Services

Services affected by temporary deviations shall be located, protected and relocated in a similar manner as services affected by the permanent Works as specified in Clause A2.1.3.2 of Chapter 2. The requirements given in the Contract Documentation shall also be applicable to any services affected by the construction of temporary deviations.

A1.5.3.12 The use of public roads by the Contractor

The Contractor shall have the right to use public roads, including any detours and temporary deviations open to public traffic, subject to the provisions and restrictions specified in Clause A4.1.7.1 of Chapter 4 and in the Contract Documentation.

A1.5.3.13 Traffic over completed pavement layers and structures

Traffic over the completed pavement layers and structures on an uncompleted road shall be restricted to the vehicles and equipment required for the construction of the remaining Works. All construction vehicles will be restricted to the maximum axle loads permitted on public roads by the statutory provisions.
If it is necessary to temporarily accommodate public traffic over the completed pavement layers and structures on an uncompleted road this shall only be done if agreed to by the Engineer.
The Contractor shall be responsible for protecting and maintaining the pavement layers. Any damage to the layers shall be repaired or rectified at the Contractor's own cost unless the Engineer agrees in writing to pay for some or all of these costs.

A1.5.3.14 Vertical clearance

The minimum vertical clearance over any section of a temporary deviation shall be 5,2 m. If the minimum vertical clearance is less than 5,2 m then approved warning signage shall be erected at approved locations on the overhead obstruction itself as well as in advance of the obstruction. The advance warning signs shall be erected at distances of 1,0 km, 400 m and 200 m in advance of the overhead obstruction.

A1.5.6.3 Traffic safety vehicle

The traffic safety vehicle to be used for transporting, placing, relocating and removing the traffic accommodation facilities and the traffic safety devices shall be a truck with a load capacity of at least 5 tons fitted with:

A1.5.6.4 Traffic safety officer's vehicle

The traffic safety officer's vehicle shall be provided for his sole use to enable him to carry out his supervisory duties.

A1.5.7.3 Accommodation of traffic where the road is constructed in half or partial widths

Where, for reasons related to traffic, geometric or other restraints, the provision of a detour, or the construction of a temporary deviation alongside or in close proximity to the roadworks, is not possible or impracticable, the Contractor shall construct the Works on a half or partial width of the existing road so as to allow public and construction traffic to use that remainder of the road surface which is currently not under construction.

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A1.5.7.6 Maintenance of existing roads used as detours

Where specified in the Contract Documentation, all existing roads used as detours by public traffic, and/or by the Contractor's vehicles, for bypassing the Site of the Works shall be maintained by the Contractor in a good and safe trafficable condition for the entire period during which such roads are used as detours. Maintenance of these roads used as detours shall include grass cutting, removal of rubbish, cleaning of all drains and culverts and repair of potholes and surface failures as instructed by the Engineer. Unless otherwise specified in the Contract Documentation the maintenance work shall also include the care and maintenance of all road markings, road signs, delineators and guardrails.

A1.5.7.8 Informing the road users

The Contractor shall on a continual basis, and at least one week prior to a major event, inform the road users of the intended road Works, construction period and accommodation of traffic arrangements through press releases in local and provincial newspapers and via local radio channels.
Any temporary road closures required for blasting operations, or for any other reason, shall also be advertised on sign boards erected in appropriate positions along the section of road to be closed at least fourteen calendar days prior to each closure.

A1.5.7.9 Lighting of construction access points during night work

Where work is required to be done during the night the Contractor shall make adequate provision for additional lighting to ensure that all vehicle and equipment entry and exit points are adequately lighted. The Contractor shall provide floodlights to ensure that a minimum 200 lux lighting level is provided at all these areas.
The floodlights must be mounted on masts at least 9m high to ensure that they illuminate the required areas without being directed into the vision of oncoming drivers.

A1.5.7.10 Construction of temporary deviations

a) General

The construction of temporary deviations shall be done in conformance with the requirements and specifications given in this section as well as in other relevant chapters of this Standard Specification as follows:

The proposed location and layout of all temporary deviations, including the signage required, shall be agreed with the Engineer before construction of the temporary deviation commences.

A1.5.7.12 Traffic safety officer

The Contractor shall appoint a knowledgeable, experienced and conscientious person as his traffic safety officer who shall be responsible for the arrangements and maintenance of all accommodation of traffic measures required for the duration of the contract. The Contractor shall submit details of the person's qualifications, training and experience to the Engineer for comment before appointing him.

A4.1 BORROW MATERIALS

PART A: SPECIFICATIONS

A4.1.1 SCOPE

A4.1.7.2 Borrow pit and quarry operations

a) General control at the borrow pits and quarries

The Contractor shall be responsible for controlling operations at every borrow pit and quarry to ensure compliance with all the requirements of the statutory authorisation, approvals and the Contract Documentation. Sufficient tests shall be conducted on the excavated material to ensure that the quality of the material complies with the specified requirements for the particular layer for which it will be used. The test results shall be delivered to the Engineer for review.

The Contractor shall have a full time or part time materials manager to conduct and manage the duties for the control at the borrow pits and quarries. The requirements for the materials manager, whether the person shall be an engineering geologist, engineer, a senior materials technician or a senior general foreman, and the required qualifications and experience of the materials manager, shall then also be specified.

Selection and excavation of material in borrow pits

Once the material compliant for the works is exposed in a borrow pit, the Contractor shall:

- Plan the utilisation in such a manner that the pioneer and fill material can be selected, excavated and loaded directly for use on the road. Only after approval, where the fill layers cannot be constructed immediately or for reasons beyond the Contractor's control, shall the material be temporarily stockpiled. The Contractor shall cease excavation of the fill material until it can be processed on the road, at no cost to the Employer.
- For all the pavement layer materials the Contractor shall always select, excavate, remove and place the material into compliant separate stockpiles to provide a uniform material, prior to removal of the material to the road. Where it is not feasible to stockpile the material within the borrow pit or borrow pit area the Engineer shall designate other temporary stockpile areas elsewhere outside the borrow pit area. Measurement and payment shall be made for this stockpile activity.
- Control the rehabilitation and closure of the borrow pit.

l) Use of the borrow material

The results of laboratory tests, trial pits and borehole drilling of materials carried out during the design stage are included in the Contract Documentation. The results and other information give a preliminary indication as to the purpose for which and where the material shall be used. The Engineer shall give final instructions during construction regarding the use of the borrow material.

m) Closing of the borrow pits and quarries

The operations and requirements for shaping, finishing, rehabilitation and closure of the borrow pits and quarries after the removal of the road construction material is completed, are contained in the borrow pit and quarry plans approved by the control authority and shall be complied with.

COMMERCIAL MATERIALS G1, G5, G7 SUPPLIED BY CONTRACTOR

Commercial materials are materials sourced from commercial quarries/borrow pits by the Contractor. They must still meet all COTO/TG2 specification.

Responsibility: Contractor to source, tests, and prove compliance before use.

2. MATERIAL SPECIFICATIONS

G1 - BASE COURSE MATERIAL

Property	Requirement - COTO
PI	≤ 6
LS	≤ 3.0%
CBR @ 98% mod AASHTO	≥ 120 @ 0.1" penetration
Grading	Grading 1 or 2. 100% < 37.5mm. PI x %<0.425mm ≤ 120
CBR Swell	≤ 0.1%
AIV	≤ 25
ACV	≤ 29
10% FACT Dry	≥ 210 kN
ETM	≤ 3.0%

Compaction: ≥ 98% mod AASHTO. Moisture: -1% to +1% of OMC

G6 – TEMPORARY DIVIATION

Property	Requirement - COTO
PI	≤ 10
LS	≤ 5.0%
CBR @ 95% mod AASHTO	≥ 45 @ 0.1" penetration
Grading	100% < 53mm. PI x %<0.425mm ≤ 210
CBR Swell	≤ 0.5%
AIV	≤ 29

Compaction: ≥ 95% mod AASHTO. Moisture: -2% to +2% of OMC

G7 - FILL & SHOULDERS

Property	Requirement - COTO
PI	≤ 12
LS	≤ 7.0%
CBR @ 95% mod AASHTO	≥ 15 @ 0.1" penetration
Grading	100% < 53mm. PI x %<0.425mm ≤ 240
CBR Swell	≤ 1.0%

Use: capping, fill, shoulders.
Compaction: ≥ 93% mod AASHTO. Moisture: -2% to +3% of OMC

EDGE BREAKS + GRAVEL SHOULDER

REPAIRS

Light Edge Breaks <300mm – Maintenance for early stage. <10% of edge

- Cut back: Cut vertical face 150mm into sound pavement
- Prime: SS60 @ 0.8 L/m² on face
- Backfill: Cold mix AC or premix (BTB). Compact with plate compactor
- Seal edge: 300mm wide slurry or fog spray to waterproof

GRAVEL SHOULDER

Design	Material	Slope
A. Standard Gravel	G6/G7 + 2% cement	4% away from road
B. Stabilized Shoulder	G5 + 3% cement	4% away
C. Paved Shoulder	40mm AC or Double Seal	3% away

CONCRETE EDGE BEAM

MATERIALS

Material	Specification
Concrete	25/19 MPa. Min cement 300kg/m³. Slump 50-70mm
Cement	CEM II 32.5N or 42.5N
Aggregate	19mm stone. No +37.5mm
Reinforcement	Optional: 2x Y10 bars for areas with heavy trucks or fills >1.5m
Bedding	50mm G5 @ 95% mod AASHTO
Joint Filler	10mm bitumen board @ 6m intervals for seal roads. Closer than AC roads

CONSTRUCTION METHOD

Position: 300mm from edge of final seal. Allows for seal overband

Level: Top of beam = Final seal level + 30mm to 50mm

Trench: 200mm wide x 250mm deep

FOUNDATION

Bedding: 50mm G5 compacted to 95% mod AASHTO

Critical: Foundation must be on cut, not fill. If fill, compact to 93% first

CASTING

Method: Slipform or steel forms. Hand finish top

Key: Bottom 75mm of beam must key into subbase/G5 layer

Joints: Contraction joints every 6m. Seal with hot bitumen after 7 days

CHARPTER 5: EARTHWORK & PAVEMENT LAYERS CONSTRUCTIONS

SECTIONS 5. 1: ROADBED

BA5.1.3.1 ROADBED MATERIAL INVESTIGATION

Add the following:

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

BA 5.3.3.2 USE OF MATERIAL

Add the following after the first paragraph:

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

- G1 base layer compacted to 88% ARD

BA 5.4.5.3 Cementitious Stabilising Agents

Remove the [las] sentence and replace with the following:

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

Add the following:

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

SASS [ENV] 197-1 "Cement compositions, specifications and conformity criteria, Part1 : Common cements

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

BA 5.4.5.5 Water for Stabilisation

Add the following:

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

BA 5.4.7.3 Chemical Pre-treatment and Stabilisation

Amend as follows:

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

BA 5.4.7.7 Protection and curing of chemically stabilised layers

Amend as follows:

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

CHARPTER 9: ASPHALTLAYERS

SECTION 9.1 : ASPHALT LAYERS

BA 9.1.5 MATERIALS

A9.1.5.2 Bituminous binders for asphalt mixes

Add the following

"The binders to be used shall be as follows:

a) Continuously graded surfacing course: 60/70-penetration grade bitumen.

b) Continuously graded base: 40/50-penetration grade bitumen."

BA 9.1. 7.4 TRANSPORTING OF ASPHALT

Add the following paragraph:

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

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

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

A penalty shall be applied at a rate twice. the Contractor's tendered rate for placing the mix under items 42.01, 42.02, 42.10 and/or 4 2 . 1 1 . For the purposes of the calculation, the so called 5% grace shall not be used The penalty shall be R5000/t or *pro* rata/part-ton of overloaded product as calculated as per the following example:

Tare weight of vehicle certified by official traffic department weighbridge= 6t Maximum carrying capacity certified by official traffic department weighbridge = 8t

Gross vehicle mass	= 14t
Actual load (weighbridge ticket)	=14,6t
Overload	= 0,6t
Flat rate	= R5000/t

Penalty = 5000/t x 0,6 tons

= R 3000"

BA 9.1.7.9 JOINTS

Add the following to this clause:

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

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

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

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

BA 9.1.8.8 SAMPLING

Add the following subclause:

"(a) Special tests

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

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

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

C9.1 ASPHALT LAYERS

PART C: MEASUREMENT AND PAYMENT

Amend the following payment items:

"ITEM **UNIT**

BC 9 . 1 . 5 . 1
Asphalt Surfacing: New Construction **ton**

(a) Stone Skeletal mix -- Continuously graded 30mm thick, 60/70 penetration grade bitumen and aggregate of 4,75 (maximum size}
. . . . . .
. . . . . **(t o n)**

Replace first paragraph with the following:

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

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

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

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

$$s = \frac{1000m/t}{A \times B}$$

where:

s = Mean spread rate in m/t
A = Average bulk relative density achieved on the road in Um^3
B = (specified asphalt thickness in mm) + 5mm".

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

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

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

CHARPTER10: SURFACE TREATMENTS

SECTION 10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

BA10.1.1 SCOPE

Add the following:

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

BA10.1.3.1 REQUIREMENTS PERTAINING TO ALL SURFACE TREATMENTS

Add the following:

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

BA 10.1.3.2 Weather Limitations

Add the following limitations:

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

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

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

Sealing during daytime (spray application): 1 0 °C rising surface temperature.

Do not seal during windy conditions and/or eminent raining conditions

Ensuring that the chip spreader is right behind the sprayer. If not, the operation shall immediately be halted by the Engineer

The backfilling teams shall complete a section prior to commencement of spraying the following section

Maximum length to be sprayed will be restricted to 200m

Recommended rolling methods :

Firstly	Steel wheel rollers
Secondly	Drag broom
Thirdly	Pneumatic rollers
Fourthly	Normal mechanical broom
Fifthly	2" rolling by steel rollers, before application of fog spray.

Trucks shall not interfere / obstruct any rollers on the sprayed sections. Rollers must be able to cover the full extent of the sprayed section

All excess stone must be swept off the road between 1 8 and 24 hours after construction of the seal

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

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

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

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

BA 10.1.3.7 Decatron of working area

Remove second paragraph and replace with the following:

Before the tack coat and first application of aggregate may be applied, the centreline of the road shall be demarcated by means of a clearly visible weatherable.

fibre rope, pegged down with nails driven into the existing surface at intervals of 1 5 m on straight sections and 3 m apart on curves.

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

BA 10.1.3.11 Opening to Traffic

"add the following paragraphs:

Recommended opening of road to traffic :

Seal to be exposed gradually (in stages) to traffic

On first night after completion of seal, low traffic on the seal

On the following two days during day time, only open to traffic when road temperatures exceed 10C.
Close section during night
On third day following completion of seal, open road again in the morning. Depending on temperature of the seal, road can remain open onwards from this night.

BA 10 . 1 . 5 . 14 Precoating of hydrophilic aggregates

(c) Precoating of aggregate stockpiles

Add the following:

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

SECTION H : GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the Scope of Works without amendment or modification as set out below.

H1001 SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

i) trenches having a depth of less than 1,5 meters

ii) stormwater drainage

iii) low-volume roads and sidewalks

iv) Traffic accommodation on low, medium and high traffic volume roads

v) Patch works

vi) Road markings and road sign installation

vii) Road furniture

viii) Slurry seals, crack seal

ix) General routine and periodic maintenance

H1002 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

a) Hand-excavatable material is material:

i) granular materials:

- whose consistency when profiled may in terms of Table 1 be classified as very loose, loose, medium dense, or dense; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

ii) cohesive materials:

- whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	**Crumbles very easily when scraped with a geological pick.**	**Very soft**	**Geological pick head can easily be pushed in as far as the shaft of the handle.**
Loose	**Small resistance to penetration by sharp end of a geological pick.**	**Soft**	**Easily dented by thumb; sharp en of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.**
Medium dense	**Considerable resistance to penetration by sharp end of a geological pick.**	**Firm**	**Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.**
Dense	**Very high resistance to penetration by the sharp end of geological pick; requires many blows**	**Stiff**	**Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.**
Very dense	**High resistance to repeated blows of a geological pick.**	**Very stiff**	**Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.**

b) Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 meters shall be excavated by hand.

c) Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- to 90% Proctor density;

- such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

d) Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

e) Clearing and grubbing

Grass and small bushes shall be cleared by hand.

f) Shaping

All shaping shall be undertaken by hand.

g) Loading

All loading shall be done by hand, regardless of the method of haulage.

h) Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

i) Off-loading

All material, however transported, is to be off-loaded by hand, unless tipper trucks are utilised for haulage

j) Spreading

All material shall be spread by hand.

k) Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

l) Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

m) Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

n) Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

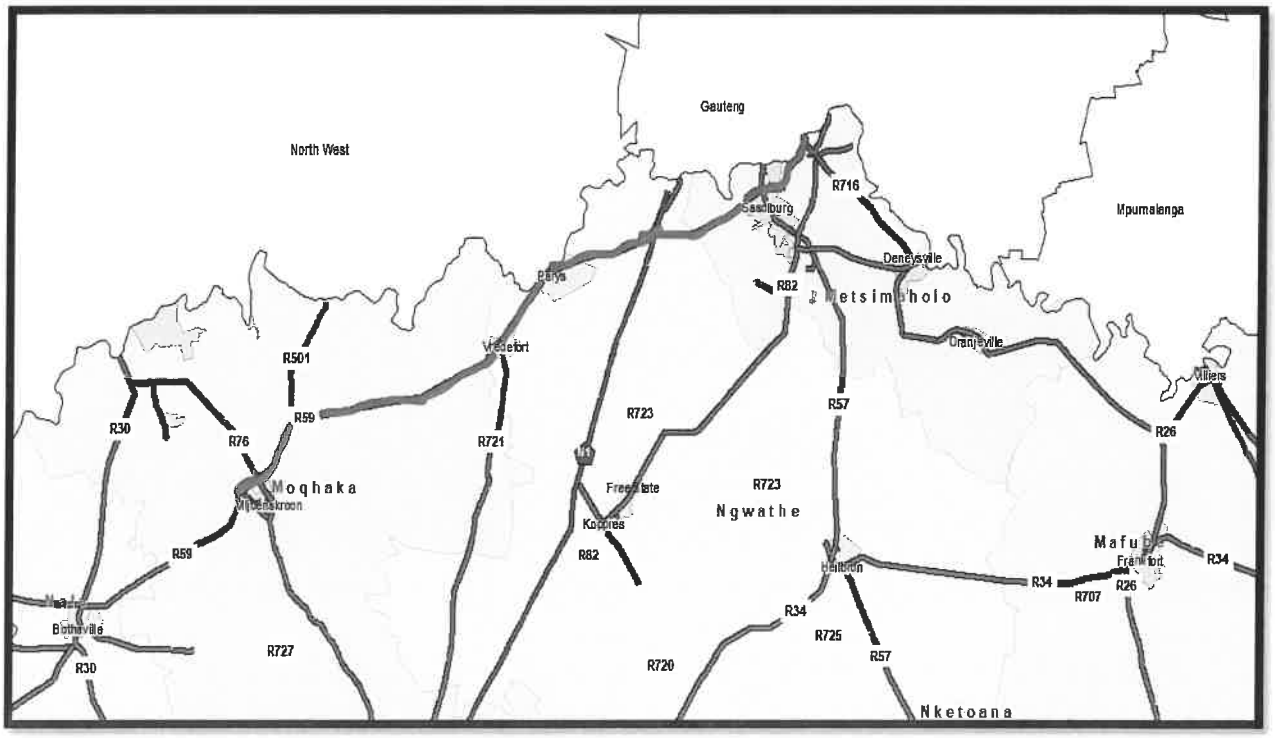
Table 2: Skills programme for supervisory and management staff

Personnel Level	NQF	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, **and**
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} y one of these nit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures.	
Foreman/ Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques.	This unit standard must be completed, **and**
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} y one of these nit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour –Intensive Construction Processes	Skills Programme against this single unit standard

Note: **G1000- CLO Appointment, Labour recruitment, Training,PLC (Steering committee) formation & Student in Training appointments will be as per Community Safety Roads & Transport Free State's procedure.**

LOCALITY

C4


Gauteng
North West
Mpumalanga
R716
Sasolburg
Deneysville
R82
Metsimaholo
Oranjeville
Villiers
R501
Vredefort
R30
R59
R76
R721
R723
R57
R26
Moqhaka
Free State
R723
Ngwathe
Kroonstad
R82
Mafube
Frankfort
R34
R59
Heilbron
R34
R707
R26
Bothaville
R34
R725
R30
R727
R720
R57
Nketoana