Province of the
EASTERN CAPE
TRANSPORT

TENDER NO:

SCMU10-21/22-0019
FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

VOLUME 3A

COMPULSORY BRIEFING:
There will be no Compulsory Briefing

TENDER CLOSING:
11:00 on Tuesday, 28 September 2021

Department of **Transport** **32 Cowan Close** **Stellenbosch Park Building** **King William's Town** **5601**	**Company Name of Tenderer:** …… …… **CRS NO**…….. **CSD NO** ……..

An efficient, safe, sustainable, affordable and accessible transport system

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THE TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 **Tender Notice and Invitation to Tender**

T1.2 **Tender Data**

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced Roads contractors to be appointed on a Framework Agreement for Routine Roads Maintenance works, on an ad hoc basis (as and when required). The quantum of work on unsurfaced and surfaced roads in various Local Municipal Areas is therefore not quantified and will be determined once the appointments have been made and specific Work Packages / Work Assignments identified.
The Framework Agreements will be valid for a period of 3 years.

The Framework Agreements are set out in the following Local Municipal Areas (LMA's) with two appointments per LMA envisaged:

A) Baviaans
B) Ikwezi
C) Camdeboo
D) Sundays River Valley
E) Makana
F) Ndlambe

Two eligible Contractors will be appointed via Framework Agreement for each LMA. Works assignments will be allocated for a maximum duration of 12 months at a time. Once completed, a performance review will be undertaken to determine the suitability of further works being allocated to the specific service provider. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement **shall not exceed the maximum amount allowed per annum based on the Contactors CIDB Grading** inclusive of VAT.

The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The second preferred service provider for a specific LMA will only receive works packages if the available budget allocated for the financial year is sufficient to accommodate two service providers affectively, or if the first appointed contractor can no longer fulfil his obligations.

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **Grade 5CEPE / 6CE** or higher.

A minimum of 30% of the value of each works assignment is to be subcontracted to Micro Enterprises (ME's) in the relevant 1 to 5 CIBD grading. The ME's must be based within the LMA as far as possible. It is the Employers objective to maximise the usage of ME's and a minimum number of four ME Contractors, where possible, are to be appointed on for each works assignment. This amount is to be agreed with the District Roads Engineer in writing prior to the commencement of each works assignment. The Department will strive to ensure that each works assignment will lend itself to the usage of ME contractors.

Tender documents will be available as of **12h00** on **Friday, 27 August 2021.** Documents must be downloaded on www.ectransport.gov.za or www.etenderportal.gov.za. Tenderers may seek clarification from the Employer in terms of this tender within 7 days from the date of closing, and the last day for accepting questions will be 20 September 2021. Tenderers will be required to download any addenda issued by the Employer from the Eastern Cape Department of Transport website www.ectransport.gov.za only. Failure to do so will render the tender non-responsive. There will be no Compulsory Briefing Meeting

A. BID EVALUATION

This bid fill be evaluated in three (3) phases as follows:
Phase One: Compliance responsiveness to the bid rules and conditions and Eligibility Criteria Will be evaluated
Phase Two: Functionality of Bidders will be evaluated
Phase Three: Bidders passing Phase 1 & 2 above will thereafter be evaluated on PPPFA

Functionality Evaluation
A minimum total score of 60 points (60%) must be scored for functionality to qualify for further evaluation. The applicable functionality criteria are as follows:

Functionality criteria	**Maximum Points Score**
i.) Plant & Equipment	55
ii.) Location District (30) / Eastern Cape (15). For those outside the Eastern Cape only 5 points will be allocated	45
Maximum possible score for Functionality	**100**

B. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on Price	-	**80 or 90 points**
Maximum points for BBBEE	-	**10 or 20 points**
Maximum points	-	**100 points**

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, Eligibility and other bid conditions and rules are detailed in the bid document.
Note: Tender Validity Period is **90 days**.

D. TENDER SUBMISSIONS:

The completed Volume 3A of the tender document as well as any supporting documentation shall be placed in ONE sealed envelope clearly marked "**TENDER NO: SCMU10-21/22-0019**
FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS
(TWO PER LMA – 12 APPOINTMENTS) and shall be placed in the Tender Box at Department of Transport, 51 Govan Mbeki Avenue, Port United Building, Central, Port Elizabeth, 1st floor SCM Office, not later than **11:00am on Tuesday, 28 September 2021** when tenders shall be opened in public. No late tenders will be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

SCM RELATED ENQUIRIES
Mr. M. Cwili – Cell No.: 067 414 2504 – Email.: Mandiphiwe.Cwili@ectransport.gov.za
Mr. P. Nqikashe – Cell No.: 076 419 8001- Email.: philasande.nqikashe@ectransport.gov.za

TECHNICAL ENQURIES
Mr. N. Chingura Tel No.: **076 094 3702 -** Email Address: naun.chingura@ectransport.gov.za

And

Mr. R. Moore – Cell No.: 083 666 1597 – Email Address: Randall.moore@ectransport.gov.za

NOTE: All materially relevant telephonic discussions will be followed up by an Email to all tenderers

FOR COMPLAINTS, FRAUD, & TENDER ABUSE: **Call: 0800 701 1701**

PROVINCE OF THE EASTERN CAPE

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T1.2 : TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 136 of 2015 published in Government Gazette No. 38960 of 10 July 2015 and as amended from time to time. (see www.cidb.org.za)

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

Each item of data given below is cross-referenced to the clause marked "F" in the above-mentioned Standard Conditions of Tender.

No	Clause	Wording
1	F.1.1	The employer is the Department of Transport, Province of the Eastern Cape
2	F.1.2	The tender documents issued by the employer comprise: **<u>THE TENDER</u>** **PART T1 : TENDERING PROCEDURES** T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data **PART T2 : RETURNABLE DOCUMENTS** T2.1: List of Returnable Documents T2.2: Returnable Schedules **<u>THE CONTRACTCONTRACT</u>** **PART C1: AGREEMENTS AND CONTRACT DATA** C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Deed of Guarantee (pro forma) **PART C2 : PRICING DATA** C2.1: Pricing Instructions C2.2: Bill of Quantities **PART C3 : SCOPE OF WORKS** C3.1: Description of the Works C3.2: Engineering C3.3: Procurement C3.4: Construction C3.5: Management **PART C4 : SITE INFORMATION** C4: Site Information

3	F.1.4	The Employer's agent is Name: Naun Chingura Address: Department of Transport Province of the Eastern Cape Private Bag X0023 Bhisho 5600 Tel: 076 094 3702
4	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 an Agreement. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so. Tenderers may tender to be on one or more of the 6 Local Municipal Area Framework Agreements. All tenders will be scored separately per Framework Agreement. The following nine LMA framework agreements are incorporated in this document and separate Bills of quantities have been included for each LMA and only one set of returnables are included and will be used for evaluation. The Tenderer is to clearly indicate in the returnable section of this document, which framework agreement/s they are tendering on as follows: A) Baviaans B) Ikwezi C) Camdeboo D) Sundays River Valley E) Makana F) Ndlambe Tenderers should note that this a re-advertisement of SCMU10-20/21-0036 (A-F) that formed part of a batch of tenders for appointments in various LMA's in the Six Districts in the Eastern Cape. Where it is found that a specific tenderer is eligible for the appointment of more than one Framework Agreement, the employer reserves the right **not to** appoint a contractor **as the preferred service provider on more than two framework agreements in the Eastern Cape (The framework agreements to be awarded will be maximum of one in a district and a maximum of two in the in the Eastern Cape Province). Service providers who had already been awarded two framework agreements will not be awarded again in this batch of appointments in the six districts of the Eastern-cape. Additional Suitable Site Agents will be required on each separate Framework agreement. OHS Officers may be used on two framework agreements if both agreements are bordering one another**. The Employer further reserves the right not to award contracts to any contractor based on a risk assessment of the current workload or past performance of that contractor. In the event that a tendering entity is found acceptable to be appointed on multiple framework agreements, the Department reserves the right to decide which two framework agreements are the most financially beneficial to award to that tendering entity.
5	F.2.1	Eligibility: The following tenderers who are registered with the CIDB in grading designation **Grade 5CEPE / 6CE and higher** are eligible to submit tenders: 1) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tender for a class of construction work, or 2) Joint ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the CIDB and in **CE** class of work b) 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 **Grade 5CEPE / 6CE** c) a signed Joint Venture Agreement must be attached with the tender **Note**: Joint Ventures must submit a **consolidated B-BBEE Certificate**, otherwise they will not score B-BBEE points.

6	F.2.7	There will be no compulsory briefing meeting.
7	F.2.12	No alternative offers will be considered
8	F.2.13.1	Tenderers may only offer to provide services or supplies identified in the Agreement data to complete the Whole Works. Tenderers are required to submit only Volume 3A of the Tender Documents which must include the Returnables and bills of quantities for all LMA's within the District. Bills of quantities. Only original documents must be hand delivered to the tender box. Electronic Bills of Quantities can be provided upon request however no electronically completed BoQ's will be accepted. Only hand written BoQ's completed using black ink will be accepted.
9	F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original. Tenderers shall <u>not</u> take this Tender Document apart. Additional documentation shall be submitted in a separate, properly bound document.
10	F.2.13.5	The Employer's address for delivery of tender offers and identification details is as per the Notice and Invitation to Tender T1.1.
11	F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.
12	F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
13	F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
14	F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
15	F.2.19	Access shall be provided for the following inspections, tests and analysis: Borrow pit testing and any verification of geotechnical data.
16	F 3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Notice and Invitation to Tender T1.1
17	F 3.8.1	Add the following to F3.8.1: "(d) **<u>Eligibility</u>**: Prospective tenderers will **only** be Eligible to submit a tender if, in terms of clause F3.8.1 in Tender Data T1.2, the following criteria are met: i) The **Contracts Manager** will be available for the full duration of the Agreement, has a minimum of <u>5 years' experience</u> in roads maintenance /construction as well as a NQF6 (National Diploma in the Built Environment; (Form **H:** Returnable Documents) ii) The **Site agent** will be available for the full duration of the Agreement has a minimum of <u>5 years' experience</u> in roads maintenance /construction and has a NQF5 qualification (Labour Intensive Construction) or a Civil Engineering qualification in the Built Environment; (Form **H:** Returnable Documents) iii) The **Construction Health & Safety Officer** is registered as a Professional Health and safety officer with the SACPCMP and has a minimum of NQF 5 qualification or higher in the health and safety Field with a minimum of 3 years' experience as Health & Safety Officer on Roads construction /maintenance contracts and may be used on more than one Framework Agreement in the same district. (Form **H:** Returnable Documents) iv) **Company Experience**: The Tenderer must have a proven Company track record of paved and gravel road maintenance/construction experience. The bidder must indicate the completed contracts in the past 10 years or contracts currently in progress as per the following value ranges: • At least 3 Projects of value between **R 6.0m** and **R 10 m** **<u>OR</u>** • At least 2 Projects of value greater than **R 10m** **<u>OR</u>** • At least 2 Projects of value between **R 6.0m** and **R 10 m and** At least 1 Projects of value greater than **R 10m** Details of road maintenance / construction related projects & supporting information must be entered in **Form D** in the Returnables Schedule. The bidder must attach Completion

Certificates in the case of completed contracts, or a copy of the Letter of Award as well as a signed recommendation letter from the Client on the Clients letter head for those projects currently being executed. Failure to attach such evidence **shall render the bid non-responsive.**

Failure to comply with any of these Eligibility criteria will cause the tender to be rejected

(e) **Functionality**: Tender offers will only be considered responsive if the minimum Functionality requirement of 60% is achieved.

Functionality (Max =100 points) $N_{FU} = N_{FU1} + N_{FU2} + N_{FU3} + N_{FU4} + N_{FU5} + N_{FU6} + N_{FU7} + N_{FU8} + N_{FU9} + N_{FU10} + N_{FU11} + N_{FU12} + N_{FU13}$ or $+ N_{FU14}$

Tenderers are required provide proof of availability of plant and equipment and locality to undertake a project of this nature. Tenderers are therefore required to meet a minimum Functionality Score of 60% (60 points out of 100) based on the criteria listed below. A score of less than 60 out of 100 points for Functionality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.

Note that functionality points are only used to determine responsiveness and will not be used further in the evaluation.

i) **Plant and Equipment** (Maximum 55 points)

Points will be allocated as indicated below for plant and equipment **owned** by the Tenderer, and which will be available for the project, should the Tenderer be successful:

Gravel

- Motorized Graders (2 required @ 2 points each) : 4 points (N_{FU1})
- Trailer type water bowser (11kl or larger) (1 required) : 1 point (N_{FU2})
- Grid roller and 4x4 Tractor (one of each required) : 1 point (N_{FU3})
- TLB (2 required @ 5 points each) : 10 points (N_{FU4})
- Excavator (20t minimum) 2 required @ 2 points each : 4 points (N_{FU5})
- Tipper ($10m^3$ – 16 Ton (minimum, 3 required @ 1 point each) : 3 points (N_{FU6})
- Lowbed Truck : 4 points (N_{FU7})

Surfaced

- Trailer type water bowser (8kl or larger) : 2 point (N_{FU8})
- Two (2) x $5m^3$ (8Ton) capacity tip trucks or larger (4 point each, max 8) : 8 points (N_{FU9})
- Pedestrian roller : 8 points (N_{FU10})
- Milling Machine with conveyor (Min 1m cut x 0.15 deep) : 10 points (N_{FU11})

Proof of ownership (Registration document NATIS, where no registration document is present proof of purchase must be attached), of the plant is required to be submitted. If the contractor does not own some or any of the plant listed above, and chooses to hire some or all of the required plant, an original Letter of Intent is to be attached from the Plant Hire Company based in the District of this tender. The letter is to clearly indicate that the Plant intended for the Agreement will be available for the full duration of the project. The letter is to be unqualified and signed by a Commissioner of Oaths.
Details of plant owned or hired is to be entered in Form E in the Returnable Documents.

*Details of owned plant and equipment is to be entered in **Form D** of the Returnables Schedule.*

ii) **Locality** (Maximum 45 points)

The Contractor has an: -

- Office in the District 30 points (N_{FU12})

		• Office in Eastern Cape 15 points (N_{FU13}) or • Office outside the Eastern Cape 5 points (N_{FU14}) Proof of the location of will be taken as the Preferred Address indicated on the Tenderers CSD Report and is to be indicated in Form C in the Returnables Schedule.
18	F.3.9.1	Add a new bullet: "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested – (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, (b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice acceptance of his Tender."
19	F.3.11	The procedure for the evaluation of responsive tenders is **Method 2**.

Price Component	Price Component
Preferential Component	Preferential Component
Total evaluation points	Total evaluation points

<u>Calculation of Points for Price</u> (**P_S**)

The points scored for Price will be calculated using the following formula:

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

Where P_S *= points scored for price by tender under consideration*
P_{min} *= price of lowest acceptable tender*
P_t *= price of tender under consideration*

Fractions will be rounded off to two places after the decimal comma.

<u>Preferential Component</u> (Max =20 points) **N_{EP}**

B-BBEE Status Level of Contributor
80/20 **(MAX = 20 points)**
90/10 **(MAX = 10 points)**

The points scored for this component will be calculated using the following table:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)	Number of Points (90 / 10 System)
1	20	10
2	18	9
3	16	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Calculation of Total Points scored **Total Score = P_s + N_{EP}**

Tenders will be awarded on a Rates Only basis. A basket of quantities has been predetermined and assigned to the items in the Bill of Quantities to determine an individual

		tender sum for evaluation purposes. Once the evaluation is complete and the preferred bidders have been identified, the award will be for rates only. The tender sum calculated from the basket of quantities will be used for evaluation purposes only. The awarded rates will be the rates at which the work will be carried out at the duration of the appointment subject to a negotiation if necessary, as well as Contract price adjustment as per the Contract Data.
20	F.3.13.1	**Tender offers will only be acceptable if**: a) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database) , and the tenderer's **Tax status must be compliant;** b) the tenderer must be registered with the Construction Industry Development Board (CIDB) in an appropriate **5CEPE / 6CE** contractor grading designation (All parties to submit this information in the case of a Joint Venture); c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not abused the Employer's Supply Chain Management System; e) the tenderer has not failed to perform on any previous Contract with the Employer; f) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable; g) the Form of Offer is duly completed and signed (Note: **Any correction must be signed** by the authorised signatory); h) the tenderer has **completed and signed the Compulsory Enterprise Questionnaire** (Form T2.2R) (for each of the participating firms in the case of a joint venture); i) completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD8; SBD9) j) completed and signed Annexure C k) all relevant certified information is submitted with the Tender; l) all other Tender Conditions are complied with. m) The tenderers comply with Eligibility criteria as per **F3.8.1** in the Tender Data. n) Tenderers are to meet the minimum Functionality requirements specified in Clause F3.8.1 o) Acceptance of the tender offer will be subject to the provisions of Clause **F.1.5.1** and **F.2.1**. **Note:** Requirements applicable at time of being considered for award of specific Works assignments: 1) The Framework contractor must submit proof of registration with **BCCEI** and/ or a letter confirming the contractor's compliance /good standing with **BCCEI** before being considered for a Works assignment. Failure to do so will result in the contractor not being considered for award of a Works assignment 2) The Framework contractor will be required to submit a **valid** Letter of Good Standing from the **Compensation Commissioner** or **FEMA** within 21 days of receipt of Letter of Award of any *ad hoc* Work assignments.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

THE TENDER
PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Documents

Note to Tenderer:

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

T2.1 List of Returnable Documents

1. Forms to be completed

FORM	DESCRIPTION
SBD 1	INVITATION TO BID
A.	CERTIFICATE OF TENDERER'S ATTENDANCE AT THE BRIEFING MEETING
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C	INDICATION OF PROJECTS TO BE TENDERING ON & PROOF OF LOCALITY OF OFFICE
D.	SCHEDULE OF ROADS MAINTENANCE/ROADS CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
E.	SCHEDULE OF CONSTRUCTION PLANT
F.	NOTICES TO TENDERERS
G	JOINT VENTURE DISCLOSURE FORM
H	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
I	BANKING AND AUDITOR DETAILS
J	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014
K	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
L	CENTRAL SUPPLIER DATABASE CONFIRMATION (CSD)
M	PROOF OF REGISTRATION AND GOOD STANDING WITH THE BARGAINING COUNCIL (BCCEI)
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
SBD 4	DECLARATION OF INTEREST
SBD 4	ADDITION: DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS
SBD 6.1	PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 including B-BBEE Certificate
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
SBD 8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
SBD 9	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

2. Other documents that will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule

T2.2 RETURNABLE DOCUMENTS

SBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU10-21/22-0019	CLOSING DATE:	28 September 2021	CLOSING TIME:	11:00 a.m
DESCRIPTION	FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Department of Transport, 51 Govan Mbeki Avenue, Port United Building, Central, Port Elizabeth, 1st floor SCM Office

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					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

A) Baviaans **B) Ikwezi** **C) Camdeboo** **D) Sundays River Valley** **E) Makana** **F) Ndlambe**	TOTAL BID PRICE (ALL INCLUSIVE) **Note**: NOT APPLICABLE (the bid price is for evaluation purposes only) This Contract is a Rates based Framework Agreement

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	Department of Transport	Department of Transport	
CONTACT PERSON	Mr. P. Nqikashe	CONTACT PERSON	Mr. N. Chingura
TELEPHONE NUMBER	076 419 8001	TELEPHONE NUMBER	076 094 3702
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	philasande.nqikashe@ectransport.gov.za	E-MAIL ADDRESS	Naun.chingura@ectransport.gov.za

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 ONLINE)

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN 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.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE FOR BIDDING FOREIGN SUPPLIERS ONLY

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

A: CERTIFICATE OF TENDERER'S ATTENDANCE AT THE BRIEFING MEETING

There will be no Compulsory Briefing Meeting.

The tenderer is required to sign the following declaration that he/she is fully conversant with the proposed works to be conducted. ***Failure to do so will render the bid non-responsive.***

I CERTIFY THAT I HAVE MADE MYSELF FAMILIAR WITH ALL LOCAL CONDITIONS LIKELY TO INFLUENCE THE WORK AND THE COST THEREOF, THAT I AM SATISFIED WITH THE DESCRIPTION OF THE WORK AS BEING ON AN AD HOC BASIS AND THAT I FULLY COMPREHEND THE SCOPE OF THE WORK TO BE DONE, AS SPECIFIED AND IMPLIED, IN THE EXECUTION OF THIS CONTRACT.

SIGNED ON BEHALF OF THE TENDERER: ……

B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

Failure to submit a duly signed resolution will render the tender non-responsive.

Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.

An example is given below:

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

Mr/Ms ....., whose signature appears below, has been duly authorised

to sign all documents in connection with **TENDER NO SCMU10-21/22-0019** and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:.....…….

IN HIS/HER CAPACITY AS: .....…….

DATE: .....……..

SIGNATURE OF SIGNATORY: …….....……

WITNESSES: 1. …….....

2. .....……"

EXAMPLE

C: INDICATION OF FRAMEWORK AGREEMENTS BEING TENDERED FOR & PROOF OF OFFICE IN THAT LMA / DISTRICT / EASTERN CAPE

The Tenderer must state below which Framework Agreement/s they are tendering for as well as attach proof of head office or satellite office/depot in the LMA / District / Eastern Cape/ Outside Eastern Cape.

Contract Description	Tendering for:	Office in District LMA, District , Eastern Cape	Proof of Office
Maintenance Works in Baviaans	Y ☐ / N ☐	District ☐ Eastern Cape ☐ Outside Eastern Cape ☐	Y ☐ / N ☐
Maintenance Works in Ikwezi	Y ☐ / N ☐	District ☐ Eastern Cape ☐ Outside Eastern Cape ☐	Y ☐ / N ☐
Maintenance Works in Camdeboo	Y ☐ / N ☐	District ☐ Eastern Cape ☐ Outside Eastern Cape ☐	Y ☐ / N ☐
Maintenance Works in Sundays River Valley	Y ☐ / N ☐	District ☐ Eastern Cape ☐ Outside Eastern Cape ☐	Y ☐ / N ☐
Maintenance Works in Makana	Y ☐ / N ☐	District ☐ Eastern Cape ☐ Outside Eastern Cape ☐	Y ☐ / N ☐
Maintenance Works in Ndlambe	Y ☐ / N ☐	LMA ` ☐ District ☐ Eastern Cape ☐	Y ☐ / N ☐

- Proof of Address will be taken as the "Preferred Address as indicated on the Tenderers CSD Report

SIGNED ON BEHALF OF THE TENDERER: ……

D: SCHEDULE OF ROADS MAINTENANCE/ROADS CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS

The tenderer must insert in the spaces provided below a complete list of the latest completed roads maintenance/ roads construction contracts successfully completed by the company in the past 10 years. The bidder must attach Completion Certificates in the case of completed contracts, or a copy of the Letter of Award as well as a signed Recommendation Letter from the Client on the Clients letter head for those projects currently being executed. This information shall be deemed to be material to the adjudication of the Contract. A copy of the Completion Certificate for each completed project must be attached, or a copy of Letter of Award for those projects currently being executed, **otherwise the bid shall be deemed non-responsive**.

YEAR COMPLETED														
VALUE OF WORK (incl VAT)														
NATURE OF WORK														
PROJECT NAME														
EMPLOYER (NAME & TEL NO)														

SIGNED ON BEHALF OF THE TENDERER: ……

E: SCHEDULE OF CONSTRUCTION PLANT

The tenderer is required to state below "own" construction plant which will be available for Work Assignments in terms of these Frameworks.

DESCRIPTION, SIZE, CAPACITY	DESCRIPTION/SIZE/CAPACITY	YEAR MODEL
Motorized Graders		
1)		
2)		
Trailer type water bowser (11kl or larger)		
1)		
Grid Rollers and 4 x 4 Tractor combo		
1)		
TLB		
1)		
2)		
Excavator (20t minimum)		
1)		
2)		
Lowbed Truck		
1)		
Tipper (10m^3 minimum) (16 ton)		
1)		
2)		
3)		
Trailer type water bowser (8kl or larger)		
1)		
Tipper (5m^3 (minimum) (8 ton)		
1)		
2)		
Bomag type pedestrian roller		
1)		
Milling Machine with conveyor (Min 1m cut by 0.15m deep)		
1)		

SIGNED ON BEHALF OF THE TENDERER: ……

a) CONSTRUCTIONAL PLANT TO BE HIRED AS AND WHEN REQUIRED IN TERMS OF FRAMEWORK

An original Letter of Intent is to be attached from a Plant Hire Company based in the District of this tender. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. The letter is to be unqualified and signed by a Commissioner of Oaths.

DESCRIPTION, SIZE, CAPACITY	DESCRIPTION/SIZE/CAPACITY	YEAR MODEL
Motorized Graders		
1)		
2)		
Trailer type water bowser (11kl or larger)		
1)		
Grid Rollers and 4 x 4 Tractor combo		
1)		
TLB		
1)		
2)		
Excavator (20t minimum)		
1)		
2)		
Lowbed Truck		
1)		
Tipper (10m^3 minimum) (16 ton)		
1)		
2)		
3)		
Trailer type water bowser (8kl or larger)		
1)		
Tipper (5m^3 (minimum) (8 ton)		
1)		
2)		
Bomag type pedestrian roller		
1)		
Milling Machine with conveyor (Min 1m cut by 0.15m deep)		
1)		

SIGNED ON BEHALF OF THE TENDERER: .....

F: NOTICES TO TENDERERS

In submitting my/our tender, the tender rates and tender sum given in my/our tender has taken into account the following Notice(s) to Tenderers.
Signed copies of all Notices to Tenderers are to be attached to this page.

Please note that any Notices will be uploaded on the same platforms as where the tender document was downloaded from. It is the onus of the Tenderer to ensure that he has checked for any notices prior to submitting his tender document.

NOTICE NO.	SUBJECT MATTER OF NOTICE

SIGNED ON BEHALF OF THE TENDERER: .....

G: JOINT VENTURE DISCLOSURE FORM

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership must be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in **Form B: Certificate of Authority for Signatory** as well as in the Joint Venture Agreement.

SIGNED ON BEHALF OF THE TENDERER: .....

H: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S

The Tenderer must state below the key management staff **who are permanently employed by the Tenderer** or who are contractually committed to the tenderer for this contract and who are intended for use on this appointment. Relevant detailed CV's including certificates for qualifications as well as indicating previous experience **must be attached**. Note the **Eligibility** requirements in Clause F.3.8.1.

POSITION	NAME	ROADS RELATED EXPERIENCE (YRS) GRAVEL AND SURFACED ROADS	
Contracts Manager minimum 5 year's experience in roads construction /maintenance with NQF 6 Qualification			
Site Agent 1 minimum 5 year's experience in roads construction /maintenance and NQF 5 or Civil Engineering qualification			
Site Agent 2 minimum 5 year's experience in roads construction /maintenance and NQF 5 or Civil Engineering qualification			
Additional Site Agents			
POSITION	**NAME**	Registration No. with SACPCMP as CHSO	No. of years worked on roads construction /maintenance contracts
Safety Officer 1 minimum 3 years experience in roads construction /maintenance			
Safety Officer 2 minimum 3 years experience in roads construction /maintenance			
Additional OHS Officers			

Should the Tenderer wish to be awarded more than one Framework Appointment, separate Site Agents and OHS Offices are required for each appointment.

SIGNED ON BEHALF OF THE TENDERER: .....

I: BANKING AND AUDITOR DETAILS

The Tenderer shall provide details of his banker and auditing accountant.

Bank Details -

Bank Name: .....

Address: .....

Account Number: .....

Contact Person: .....

Tel No.: .....

Fax No.: .....

Auditor Details -

Firm Name: .....

Address: .....

Account Number: .....

Contact Person: .....

Tel No.: .....

Fax No.: .....

SIGNED ON BEHALF OF THE TENDERER: ……

J: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS - 2014

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

"Competent person" means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

Tenderers shall answer the questions below:

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

Signature :…….. : Name : ……..

2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

5 List potential key risks identified and measures for addressing risks:

See the Preliminary Hazard Identification and Risk Assessment contained in the attached Health and Safety Specifications.

Note: The successful tenderer must submit a project specific Occupational Health and Safety Plan approved by the Client within 14 days of being allocated the works assignment /Work Package.

6 I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

Signature: …… Name: ……...

ID No.: …….....

K: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Tenderers must attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration.

In the case of Joint Ventures, proof must be provided for **each partner** and the calculated equivalent CIDB grade indicated below for **CE** class of works.

SIGNED ON BEHALF OF THE TENDERER: .....

L: CENTRAL SUPPLIER DATABASE (CSD)

Tenderers must attach to this page, proof of registration with the Central Supplier Database of National Treasury. (In the case of Joint Ventures, proof must be attached for **each partner**).

The Tenderer must be registered on the Central Supplier Database at National Treasury prior to submitting a tender otherwise the tender will be rejected (National Treasury SCM Instruction No.4A of 2016/2017 – Central Supplier Database)

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name: ……..……..

Supplier's CSD No.: ……..……

SIGNED ON BEHALF OF THE TENDERER: .....…….

M: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)

Tenderers must be **registered** with the Bargaining Council for the Civil Engineering Industry (BCCEI) and submit **proof** with this tender. The tenderer will be required to submit proof of good standing prior to any works assignments being allocated.

In the case of Joint Ventures, proof must be provided for **each partner.**

This applies to contractors in all CIDB grading levels.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: . . . .

Section 2: VAT registration number, if any: . . . .

Section 3: CIDB registration number, if any: . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** 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 with 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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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

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

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

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 .....

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE
(for Joint Venture partner if applicable)

Section 1: Name of enterprise: . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** 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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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

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

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

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 .....

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

SBD 4: DECLARATION OF INTEREST

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

   - the tenderer is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:……

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): ……

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

2.5 Tax Reference Number: ……

2.6 VAT Registration Number: ……

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

* "State" means

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

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

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

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:

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

……
Position occupied in the state institution:

…….

Any other particulars:
……
……
……

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

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

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

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

…….
…….
…….

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

2.8.1 If so, furnish particulars:
……..
……..
……...

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

2.9.1 If so, furnish particulars.
……..
……..
……..

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

2.10.1 If so, furnish particulars**.**
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
……
……
……

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

Full Name	**Identity No.**	**Personal Income Tax Reference No.**	**State Employee No. / Persal No.**

DECLARATION

I, THE UNDERSIGNED
(NAME)……

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

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

…….. ……
Signature Date

…… ……
Position Name of bidder

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

This form must be included additional to the SBD.4

1. **I**n terms of section 30 of the Public Service Act;
No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

Are any of the shareholders/ directors of your company employed by the State?	Yes	No

2.

3. "State" means –
(a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) Any municipality or municipal entity;
(c) Any provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.
(f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

5. Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration is detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore, the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

6. DECLARATION

I, (NAME & SURNAME)……ID NUMBER……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

…….. ……
Signature Date

…….. ……
Position Name of bidder

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

---

1. GENERAL CONDITIONS

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

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

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

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	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	**100**	**100**

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

- B-BBEE Status level certificate issued by an authorized body or person; or
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING (as a pre-contract agreement)

7.1 Will any portion of the contract be sub-contracted (pre-contract agreement)?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted ……..……%?

ii) The name of the sub-contractor……

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

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

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

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

8.1 Name of company/firm: ……

8.2 VAT registration number: ……

8.3 Company registration number: ……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE OF BIDDERS DATE …… ADDRESS …… …….. ……..

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by

3. I hereby declare under Oath that:

 The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

 The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

 The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of , the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	**Level Two** (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	**Level Five** (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.

- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
  Details are available on:
  www.thedti.gov.za/economic_empowerrnent/bee_sector_charters.jsp

- An electronic copy can also be requested through DRPW offices (Supply Chain Offices)

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

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

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:

☐ The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as
Amended by Act No 46 of 2013,

☐ The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).

- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
- 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's BBBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
- 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.

- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: www.thedti.gov.za/economic_empowernment/bee_sector_charters.jsp

- An electronic copy can also be requested through DRPW offices (Supply Chain Offices)

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

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

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

SBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably) where Local means South African.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content. **A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender**.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. **A bid may be disqualified** if this Declaration Certificate and Annexure C (Local Content Declaration: Summary Schedule) are not completed, signed and submitted as part of the bid documentation;

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

Description of services, works or goods	Stipulated minimum threshold
Wire Products (Gabions)	100%
Steel Sections (Guardrails)	100%
Sheets (Road Signs)	100%
Reinforcing bars	100%

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

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. ..SCMU10-21/22- 0019

ISSUED BY: (Procurement Authority):
DEPARTMENT OF TRANSPORT, PROVINCE OF EASTERN CAPE

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be completed, signed and submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Annexures D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in **Regulation 14 of the Preferential Procurement Regulations, 2017** promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**SCMU10-21/22-0019**
(C2)	**Tender description:**	FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT
(C3)	**Designated product(s)**	Steel Value-Added Products
(C4)	**Tender Authority:**	Department of Transport, Eastern Cape
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content %**	100%

Note: **VAT to be excluded from all calculations**

Tender item no's	List of items	Calculation of local content: Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender summary: Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
52.03 (a)	Gabions 1.0mX1.0mX1.0m mesh 80mm						100%	20			
52.03 (c)	Gabion Mattress 0.6 m diaphragm: 6.0mX2.0mX0.3m						100%	10			
54.01 (a)	Guardrails (galvanised)						100%	50			
56.01 (c)	Road Sign Boards						100%	136			
63.01 (a)	Steel Reinforcement Mesh Ref 395						100%	120			

(C20) **Total tender value**	
(C21) **Total Exempt imported content**	
(C22) Total **Tender value net of exempt imported content**	
(C23) **Total Imported content**	
(C24) **Total local content**	
(C25) **Average local content % of tender**	

Signature of tenderer from Annex B Date:

Annex D

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	**Tender No.**	**SCMU10 -21/22 - 0019**
(D2)	**Tender description:**	Framework Agreements for Ad Hoc Routine Maintenance Works to Various Provincial Roads in the Sarah Baartman District
(D3)	**Designated Products:**	Steel Value-Added Products
(D4)	**Tender Authority:**	Department of Transport, Eastern Cape
(D5)	**Tendering Entity name:**	
(D6)	**Tender Exchange Rate:**	Pula EU GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
	`										

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
`											

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	SCMU10-21/22- 0019
(E2)	**Tender description:**	Framework Agreements for Ad Hoc Routine Maintenance Works to Various Provincial Roads in the Sarah Baartman District
(E3)	**Designated products:**	Steel Value-Added Products
(E4)	**Tender Authority:**	Department of Transport, Eastern Cape
(E5)	**Tendering Entity name:**	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	**Description of items purchased**	**Local suppliers**	**Value**
	(E6)	*(E7)*	*(E8)*
		***(E9)* Total local products (Goods, Services and Works)**	

(E10)	**Manpower costs**	(Tenderer's manpower cost)	
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	
		***(E13)* Total local content**	

This total must correspond with Annex C - C24

Signature of tenderer from Annex B Date:

SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…….

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

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

……...	……..
Signature	Date
…….	……..
Position	Name of Bidder

SBD 9 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

in response to the invitation for the bid made by:

The Department of Transport – Eastern Cape

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

……	……
Signature	Date
……	……
Position	Name of Bidder

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

CONTRACT

PART 1 (OF 4) : AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Security (Pro Forma)

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

C1.1: FORM OF OFFER AND ACCEPTANCE

1 OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

SCMU10-21/22-0019

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the tender conditions.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data **without any guarantee of a quantum of work** which will only be invited through Work assignments on *ad hoc* basis (as and when required).

The offered total of the prices inclusive of Value-Added Tax are in accordance with the conditions of contract and are to be used for comparative purposes only and are not award values.

a) MAINTENANCE WORKS IN BAVIAANS

.....

.....

..... Rand (in words); R.....(in figures)

AND/OR

b) MAINTENANCE WORKS IN IKWEZI

.....

.....

..... Rand (in words); R.....(in figures)

AND/OR

c) MAINTENANCE WORKS IN CAMDEBOO

.....

.....

..... Rand (in words); R.....(in figures)

d) MAINTENANCE WORKS IN SUNDAYS RIVER VALLEY

.....

.....

..... Rand (in words); R.....(in figures)

AND/OR

e) MAINTENANCE WORKS IN MAKANA

.....

.....

..... Rand (in words); R.....(in figures)

AND/OR

f) MAINTENANCE WORKS IN NDLAMBE

.....

.....

..... Rand (in words); R.....(in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the contractor in terms of the Conditions of Contract identified in the Contract Data. The award amount will be based on the individual works assignment /work packages values.

It is noted that the Contract amount is purely fictitious and does not constitute a Contract in the amount Tendered. Work assignments will be allocated as and when the need arises.

The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contactors CIDB Grading inclusive of VAT.

OFFER SIGNATURE BLOCK

Signature(s) ....

Name(s) ....

Capacity ....

for the **Tenderer** .....
(Name and address of organization)

Name and signature
of witness ..... Date .....

2 ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the Tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due for respective ad hoc work assignments /work packages in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. **The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contactors CIDB Grading inclusive of VAT.**

The terms of the Contract are contained in

Part C1 : Agreements and Contract Data (which includes this Form of Offer and Acceptance)

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 as well as the Appendices.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance including the Schedule of Deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE SIGNATURE BLOCK

SCMU10-21/22-0019 : FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS) . Indicate accepted on to LMA Agreements … Yes or No

A) MAINTENANCE WORKS IN BAVIAANS	Yes	No
B) MAINTENANCE WORKS IN IKWEZI.....	Yes	No
C) MAINTENANCE WORKS IN CAMDEBOO	Yes	No
D) MAINTENANCE WORKS IN SUNDAYS RIVER VALLEY	Yes	No
E) MAINTENANCE WORKS IN MAKANA	Yes	No
F) MAINTENANCE WORKS IN NDLAMBE	Yes	No

Signature(s) ....

Name(s) ....

Capacity ....

for the **Employer:** **Department of Transport**
Province of the Eastern Cape
Private Bag X0023,
BHISHO, 5605

Name and signature of witness ..... Date .....

3 SCHEDULE OF DEVIATIONS

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the tender conditions.
2. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

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

1. Subject .....

   Details .....

2. Subject .....

   Details .....

3. Subject .....

   Details .....

4. Subject .....

   Details .....

5. Subject .....

   Details .....

By the duly authorized representatives signing this Agreement with schedule of deviations (if any), the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

C1.2: CONTRACT DATA (PART 1)

PART 1 : DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (Third Edition 2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions, or omissions are applicable to this Contract.

No.	Clause	Description
1	1.1.1.11	The Contract Sum will be determined individually on an ad-hoc basis with a **maximum duration of 12 months per Works assignment**. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement **shall not exceed the maximum amount allowed per annum based on the Contactors CIDB Grading inclusive of VAT**.
1	1.1.1.13	The Defects Liability Period is 6 months measured from the date of the Certificate of Completion for each works assignment.
2	1.1.1.14	The total Framework contract duration is for 3 years, with the time for completing each Works assignment to be determined individually on an *ad-hoc* basis with a **maximum duration of 12 months per Works assignment**. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement **shall not exceed the maximum amount allowed per annum based on the Contactors CIDB Grading inclusive of VAT**.
3	1.1.1.15	The Employer is THE DEPARTMENT OF TRANSPORT, EASTERN CAPE
4	1.1.1.16	The Employer's Agent is the relevant District Roads Engineer or a partner/director/member of any firm appointed during the duration of the Framework Agreement to act on behalf of the Department, duly authorised to this position in writing.
6	1.1.1.26	The Pricing Strategy is a **Re-measurement Contract**
7	1.1.1.35	Add the following Clause 1.1.1.35 "Value of Works" means the value of Works certified by the Employers Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
8	1.2.1.2	The Employer's address for receipt of communications and notices at **Tender Stage** is: Telephone: 076 094 3702 Facsimile: N/A E-mail : naun.chingura@ectransport.gov.za Address (Physical): Mr N. Chingura Department of Transport Pick and Pay Building Bhisho The Employer's address for receipt of communications and notices at **Construction Stage** is Name: Mr R. Moore Telephone: 041 403 6001 Facsimile: 086 298 5168 E-mail: Randall.Moore@ectransport.gov.za

No.	Clause	Description
		Address (Postal) Department of Transport Province of the Eastern Cape P.O.Box 11100, Algoa Park 6005 **Address (Physical)** Department of Transport Struanway, Struandale Industrial Port Elizabeth.
9	1.2.1.2	The Employers Agent's address's for receipt of communications and notices are: Name : Mr R. Moore Telephone: 041 403 6001 Facsimile: 086 298 5168 E-mail : Randall.Moore@ectransport.gov.za **Address (Postal)** Department of Transport Province of the Eastern Cape P.O.Box 11100, Algoa Park 6005 **Address (Physical)** Department of Transport Struanway, Struandale Industrial Port Elizabeth Or any or a partner/director/member of any firm appointed during the duration of the Framework Agreement to act on behalf of the Department, duly authorised to this position in writing.
10	1.3.6	Add the following as 1.3.6 "The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract."
11	1.3.7	Add the following as 1.3.7 "All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Framework Contract or after termination thereof without the prior written consent of the Employer."
12	2.4.1	Add the following: "In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: 1. Form of Offer and Acceptance and Schedule of Deviations 2. Contract Data 3. General Conditions of Contract (GCC 2015) 4. Project Specifications 5. Working Drawings 6. Standard Specifications of Roads and Bridgeworks (1998) 7. Departmental guidelines and manuals/prescripts 8. Schedule of Quantities
13	3.2.3	The Employers Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: • Nominating the Employers Agent's Representative in terms of Clause 3.2.1 • The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7 • Authorising the Contractor to repair and make good excepted risks in terms of Clause 7.5.5 • The issuing of variation orders in terms of Clause 6.3.2 • The Suspension of the Works in terms of clause 5.11.2 • The issuing of an instruction to accelerate progress in terms of Clause 5.12.4

No.	Clause	Description
		• The approval of any extension of time for completion in terms of Clause 5.12.1 • The reduction of a penalty for delay in terms of Clause 5.13.2 • The issuing of penalties in terms of Clause 5.13 • The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4 • The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5 • The agreeing of the adjustment of the sums for general items in terms of Clause 6.11
14	3.2.4	Delete the last sentence of the Clause
15	3.3.6	Add the following: "The time limit for referring the matter to the Employers Agent by the Contractor shall be twenty one (21) days after the decision in question was given by the Employers Agent's Representative".
16	4.3.1.2	Add the following new sub-clause "The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 to the Act : (i) Acquaint himself with the requirements of the Employer's Health and Safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor's Health and Safety Plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."

No.	Clause	Description
17	4.3.3	Add the following new sub-clause: "4.3.3 The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Works assignment."
18	4.9.2	Add the following as 4.9.2 "In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer."
19	4.9.3	Add the following as 4.9.3 "When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 4.9.1 and 4.9.2 in respect of constructional plant brought to the site by the subcontract."
20	5.3.1	Works assignments will be allocated to the Contractor as and when required. The duration of each assignment will be formulated prior to award of each assignment. The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The second preferred service provider for a specific LMA will only receive works packages if the available budget allocated for the financial year is sufficient to accommodate two service providers affectively, or if the first appointed contractor can no longer fulfil his obligations. The documentation required **before commencement with Works Assignment** are: An approved, Works Assignment Specific Health and Safety Plan (Refer Clause 4.3) Works Assignment Construction programme (Refer Clause 5.6) Security/Performance Guarantee for the Works Assignment (Refer Clause 6.2) Insurances (Refer Clause 8.6) for the Works Assignment Signed agreement in terms of Section 37.2 of the OHS Act, 1993 Proof of registration on the Central Suppliers Database with "**Tax Compliant**" status A valid Letter of Good Standing from the Compensation Commissioner or FEMA A valid Letter of Good Standing from the Bargaining Council (BCCEI)
21	5.3.2	The time to submit the documentation required before commencement with Works Assignment is within 14 days of being Awarded a Works Assignment
22	5.8.1	The special non-working days are statutory public holidays, Saturdays, Sundays as gazetted and the year-end break as published by the BCCEI. These days will be included for time calculations. Due to the contract being a maintenance contract, the contractor shall provide a full service during all special non-working days and year end construction shutdown period.
23	5.8.2	Add the following to Clause 5.8.2: "The cost of supervision by the Employers Agent or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 42391 of 12 April 2019 shall be to the Contractor's account."
24	5.11.1	*In the third line, after the word* "progress", *insert* "or alter the order".
25	5.12.1	Delete the contents of the Clause and replace with the following: "There will be no extension of time unless agreed to by all parties in writing."
26	5.12.2.2	Add to Clause 5.12.2.2: "The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition.

No.	Clause	Description
		Based on average weather conditions of wind, rain and sunshine the allowances are: • 2 working days per month for the months of May to October • 3 working days per month for the months of November to April It should be noted that due to the Contract being a fixed term contract, there will be no extension of time awarded. The recording of abnormal climate conditions are for record purposes only."
27	5.13	Add the following new sub-clauses: "5.13.3 The provisions of sub-clause 5.13.1 shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule. If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works. 5.13.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 5.13.1 to 5.13.4 shall be deducted on a monthly basis from the Payment Certificates and will be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.5 The imposition of any penalties in terms of Sub-clauses 5.13.1 to 5.13.4 shall not limit the Employer's Agent nor Employer's right to act in terms of Sub-clause 9.2. 5.13.6 The Contractor should notice that the following fines apply for non-conformance with the Project Specifications: • As per Clause C3.3.2.2 for Establishment and Late Completion • As per Clause B1502 (j) for Accommodation of Traffic. • As per Clause B13011 for Occupational Health and Safety nonconformities. • As per Clause B12016 for Environmental nonconformities • As per clause C3.3.2.3 for utilization of ME's • As per clause C3.3.2.4 for utilization of Local Labour
28	5.14.5.5	Delete Clause 5.14.5.5 and replace with: "Insurance of the works shall continue until the certificate of completion for the Works assignment under consideration is completed."
29	5.16.3	The Latent Defects Liability Period is 10 years measured from the date of the Certificate of Completion.
30	6.2.1	Delete Clause 6.2.1 and replace with: "A Performance Guarantee is required prior to commencement of any Works ONLY for assignments exceeding R 10m awarded from this Framework Appointment, unless specifically requested by the Employer."
31	6.3.1	*In the fifth line, after the word* "shall", *insert* "with the approval of the Employer".
32	6.3.4	Add the following new sub-clause 6.3.4: "The quantities indicated in the Schedule of Quantities are fictitious and only included to obtain a competitive price. The actual scope of works and quantities will be determined on an "ad-hoc" basis for each works assignment. No claims regarding the deviations of quantities indicated in the Schedule of Quantities will be entertained."
33	6.5.1.2.3	The percentage allowances to cover all overhead charges are limited to a maximum of 20% of each works assignment (excluding VAT).
34	6.6.1.2	After all references to the word "sums", insert "excluding VAT"
35	6.8.1	Add the following: "The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is

No.	Clause	Description
		made for the addition of VAT in the summary of the Bill of Quantities. In the event that rates are required for items not included in the Schedule of Quantities, rates may be requested from the Contractor and approved if they are in line with "market related prices". Materials contained in the payment items included in the Schedule of Quantities, labelled with the prefix "**ECB**" must be procured within the boundaries of the Eastern Cape"
36	6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.10 The values of the coefficients are: a = [0.45] (labour) b = [0.30] (contractor's equipment) c = [0.15] (material) d = [0.10] (fuel) The base month and year are the month prior to the month in which tenders close.
37	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
38	6.10.1.9	Add the following new clause: "The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix C, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided.
39	6.10.2	Add the following: "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma"
40	6.10.3	The percentage retention on the amounts due to the Contractor is **5%** of the Contract Price (excluding VAT) to a maximum of **R100 000** per works assignment and 50% is to be released at the completion of each assignment and the further 50% at the end of the six month defects liability period.
41	6.11.1.3	*Delete the words* "15 percent *and replace with* "30 percent". Note "Contract Sum" pertains to the Works Assignment awarded and is not based on the fictitious quantities contained in this original Framework tender for *ad hoc* maintenance.
42	7.2.1	Add the following at the end of the paragraph: "subject to approval of the Employers Agent".
43	7.8.2.2	In subsubclause7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
44	8.2.2.3	Add the following to the end of Clause 8.2.2.3 "risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks".
45	8.3	Add the following: "COVID19 is not considered an Excepted risk and allowances must be made by the Contractor in his Tender."
45	8.6	Delete Clause 8.6 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works assignment effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than

No.	Clause	Description
		causes set out in Clause 8.3.1) (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of (aa) the Value of the works set out, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability insurance from the Commencement Date for the Works assignment to the date of the Certificate of Completion (applicable to a specific awarded Works assignment) or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of **R 15 000 000**, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract: Provided that (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1 (Excepted Risks), and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. (2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa. (3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld. (4) The Contractor shall produce to the Employer the policies by which the insurances are affected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance for a specific Works assignment. (5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies. (6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer. (7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.
46	9.2	*DELETE AND REPLACE WITH:* "9.2 Termination by Employer: 9.2.1 If: 9.2.1.1 Application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or is placed under business rescue (whether by resolution or court order); 9.2.1.2 The Contractor makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee

No.	Clause	Description
		representing his creditors, or if the Contractor assigns the Contract without having first obtained the Employer's written consent, or if execution is levied on his goods, then the Employer may (with specific reference to this Clause) terminate the Contract." 9.2.2 If: 9.2.2.1 After giving effect to Clause 3.2.2, the Employer's Agent certifies, in writing, to the Employer and to the Contractor, with specific reference to this Clause, that the Contractor; 9.2.2.2 Has abandoned the Contract; or 9.2.2.3 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation; or 9.2.2.4 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works (other than in terms of Clause 5.11.1) for fourteen (14) consecutive days after receiving from the Employer's Agent written notice to proceed; or 9.2.2.5 Has failed to proceed with the Works in accordance with the approved programme, or in the absence of an approved programme, in the Employer's agent's opinion; or 9.2.2.6 Has failed to remove Plant or materials from Site, or to demolish and redo work, within fourteen (14) days after receiving from the Employer's Agent written notice that the said Plant, materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions; or 9.2.2.7 Is not carrying out the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or 9.2.2.8 Anyone, on his behalf has paid, offered, or offer as payment, to any person in the employ of the Employer or to the Employer's Agent, or any person in the employ of the Employer's Agent, a gratuity or reward or commission; or 9.2.2.9 Has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract; then the Employer may, after giving fourteen (14) days written notice to the Contractor, (with specific reference to this Clause) to remedy the default, terminate the Contract." 9.2.3 When the Contract is terminated, the Employer may order the Contractor to vacate the Site and hand it over to the Employer. The Employer may then enter the Site and the Works and expel the Contractor therefrom without thereby affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract. The Employer may complete the Works himself, or may employ another contractor to complete the Works, and the Employer, or such other contractor, may use for such completion as much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper. If, Clause 9.2.1.1 is not applicable, the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances, the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site based on a right of retention until amounts due to him have been paid and neither will the Contractor be entitled to any further payments in terms of this Contract. 9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, the Contractor shall, upon demand, pay to the Employer the difference. This sum shall legally be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly; provided that, should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer. 9.2.4 If the provisions of Clause 9.2.11 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator or business rescue practitioner, and the rights and

No.	Clause	Description
		obligations vested in, or binding on the Contractor, shall vest in or be binding on the estate under sequestration, liquidation or business rescue.”
47	9.2.1.3.6	Add the following at the end of the paragraph: On completion of each works assignment, the Contractor will be evaluated by a panel consisting of the District Roads Engineer, Regional Director and Head of Supply Chain in the specific District. Should the work not have been conducted to a satisfactory standard (within time, budget and to the required specifications) the Department shall have the right to decide not to award any further Work assignments to the said contractor and remove said contractor from this Framework Appointment.
48	10.5.2	Disputes shall be referred to *ad hoc* Adjudication.
49	11	Add the following new Clause “The Contractor is required to submit a completed Contractor Performance Report (Appendix D) on a quarterly basis during each works assignment in execution, as well as upon completion of each works assignment.”

PROVINCE OF THE EASTERN CAPE

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SCMU10-21/22-0019

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C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The Contractor is ..... *[The Legal name of the Contractor].*
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) :..... Address (Physical) : ....
3	6.2.1	The security to be provided by the Contractor shall be: **Type of Security** Performance Guarantee of **5%** of the Contract Sum for Works assignments awarded from this Framework Agreement and which exceeds R 10million
4	6.5.1.2.3	The percentage allowance to cover all overhead charges for each works assignment is 20%
5	6.8.3	The variation in cost of special materials is *(if applicable)* **Type of special material** | **Unit** | **Rate** Not Applicable

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C1.3: PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employers Agent" means: .....

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount for Works assignment inclusive of tax of R.....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of issue by the Employers Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS Employers Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Employers Agent of the Certificate of Completion of the Works. The Employers Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
The Guarantor hereby acknowledges that

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

1 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee. such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

2 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

3 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

5 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

6 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

7 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

8 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor, The original of this Guarantee shall be returned to the Guarantor after it has expired.

9 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

10 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date.....

Guarantor's signatory (1) ..... Capacity.....

Guarantor's signatory (2) ..... Capacity.....

Witness signatory (1) ..... Witness signatory (2).....

PROVINCE OF THE EASTERN CAPE

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CONTRACT
PART 2 (OF 4) : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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TENDER NO.
SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS (TWO PER LMA – 12 APPOINTMENTS)

C2.1 : PRICING INSTRUCTIONS

C2.1.1 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 tender for an item.
Lump Sum:	An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

C2.1.2 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.

C2.1.3 The quantities set out in the Bill of Quantities are **fictitious quantities for the purpose of reducing tenders to a comparable basis for evaluation**. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor. **Each works assignment will be calculated on an "ad-hoc" basis**, and works will be set out accordingly.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209 (a) of the Standard Specifications.

C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, all taxes (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the Standard Specifications. 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 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, except in so far as the **quantities given in the Bill of Quantities are fictitious and only intended to reduce the tenders to a comparative basis for evaluation purposes.**

C2.1.5 Materials contained in the payment items included in the Schedule of Quantities, labelled with the prefix "**ECB**" (East Cape Buy) must be procured within the boundaries of the Eastern Cape.

C2.1.6 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.

The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually become required. Tenderers should note the provisions of paragraph 14 of this preamble.

If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender 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 tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract. (refer to Contract Data clause 6.11.1.3 on page C1.13).

C2.1.7 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. 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 nett 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.

C2.1.8 The amount of work or the quantities of material stated in the Bill 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.

C2.1.9 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer’s detailed instructions indicating applicable payment item(s) for all work before ordering any materials or executing work or making arrangements in this regard.

C2.1.10 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.

C2.1.11 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.

C2.1.12 Subject to the conditions stated in paragraph C2.1.13 below, the rates and lump sums filled in by the Tenderer in the Bill 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. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

Arithmetical errors of responsive tenders will be corrected as per CIDB Practice Note #2 (February 2008).

C2.1.13 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill 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 or the Employer’s Agent to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.14 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre pass

ha	=	hectare
m^3	=	cubic metre
m^3-km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

C2.1.15 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded

C2.1.16 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities. 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.

C2.1.17 **The extent of the works contained in the Bill of Quantities is fictitious and only included to obtain a competitive tender for evaluation purposes**. The works will be set out on an “ad-hoc” basis per works assignment. The quantity of works allocated may not necessarily be equal to the value of works contained in the schedule of quantities in this Framework document.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

FRAMEWORK AGREEMENTS FOR AD HOC ROUTINE MAINTENANCE WORKS TO VARIOUS PROVINCIAL ROADS IN THE SARAH BAARTMAN DISTRICT OVER A PERIOD OF 3 YEARS

C2.2 : BILL OF QUANTITIES

A: MAINTENANCE WORKS IN BAVIAANS

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN BAVIAANS

Section 1200	General Requirements and Provisions	R.....……..
Section 1300	Preliminary and General	R.....……..
Section 1400	Housing and Offices for Engineer's Personnel	R.....……..
Section 1700	Clearing and Grubbing	R.....……..
Section 1800	Collection and Removal of Debris and Litter	R.....……..
Section 1900	Dayworks (Provisional)	R.....……..
Section 2100	Drains	R.....……..
Section 2200	Prefabricated Culverts	R.....……..
Section 2400	Asphalt and Concrete Berms	R.....……..
Section 3100	Borrow Materials	R.....……..
Section 3200	Selections, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting the Gravel Layers	R.....……..
Section 3300	Mass Earthworks	R.....……..
Section 3400	Pavement Layers of Gravel Material	R.....……..
Section 3900	Patching and Repairing Edge Breaks	R.....……..
Section 4100	Prime Coat	R.....……..
Section 4600	Bituminous Single Seal with Slurry (Cape Seal)	R.....……..
Section 4800	Treatment of an Existing Surface	R.....……..
Section 5100	Pitching, Stonework and Protection against Erosion	R.....……..
Section 5200	Gabions	R.....……..
Section 5400	Guardrails	R.....……..
Section 5500	Fencing	R.....……..
Section 5600	Road Signs	R.....……..
Section 5700	Road Markings	R.....……..
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	R.....……..
Section 6100	Foundations for Structures	R.....……..
Section 6200	Falsework, Formwork and Concrete Finish	R.....……..
Section 6300	Steel Reinforcing for Structures	R.....……..
Section 6400	Concrete for Structures	R.....……..

Section 8100	Testing Workmanship and Materials	R.....……..
Section 9100	Controlling Vegetation Growth – Mowing and Cutting	R.....……..
Section 10300	Emergency Maintenance	R.....……..
Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....…….**
NETT TOTAL OF TENDER		**R.....……..**
ALLOW 10% FOR ESCALATION		R.....……...
SUB TOTAL		R.....……...
ALLOW 15% VALUE ADDED TAX		R.....……...
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....…….....……..**

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....

B: MAINTENANCE WORKS IN IKWEZI

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN IKWEZI

Section 1200	General Requirements and Provisions	R.....……..
Section 1300	Preliminary and General	R.....……..
Section 1400	Housing and Offices for Engineer's Personnel	R.....……..
Section 1700	Clearing and Grubbing	R.....……..
Section 1800	Collection and Removal of Debris and Litter	R.....……..
Section 1900	Dayworks (Provisional)	R.....……..
Section 2100	Drains	R.....……..
Section 2200	Prefabricated Culverts	R.....……..
Section 2400	Asphalt and Concrete Berms	R.....……..
Section 3100	Borrow Materials	R.....……..
Section 3200	Selections, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting the Gravel Layers	R.....……..
Section 3300	Mass Earthworks	R.....……..
Section 3400	Pavement Layers of Gravel Material	R.....……..
Section 3900	Patching and Repairing Edge Breaks	R.....……..
Section 4100	Prime Coat	R.....……..
Section 4600	Bituminous Single Seal with Slurry (Cape Seal)	R.....……..
Section 4800	Treatment of an Existing Surface	R.....……..
Section 5100	Pitching, Stonework and Protection against Erosion	R.....……..
Section 5200	Gabions	R.....……..
Section 5400	Guardrails	R.....……..
Section 5500	Fencing	R.....……..
Section 5600	Road Signs	R.....……..
Section 5700	Road Markings	R.....……..
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	R.....……..
Section 6100	Foundations for Structures	R.....……..
Section 6200	Falsework, Formwork and Concrete Finish	R.....……..
Section 6300	Steel Reinforcing for Structures	R.....……..
Section 6400	Concrete for Structures	R.....……..

Section 8100	Testing Workmanship and Materials	R.....……..
Section 9100	Controlling Vegetation Growth – Mowing and Cutting	R.....……..
Section 10300	Emergency Maintenance	R.....……..
Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....…….**
NETT TOTAL OF TENDER		**R.....……..**
ALLOW 10% FOR ESCALATION		R.....……...
SUB TOTAL		R.....……...
ALLOW 15% VALUE ADDED TAX		R.....……...
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....…….....……...**

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....

C: MAINTENANCE WORKS IN CAMDEBOO

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN CAMDEBOO

Section 1200	General Requirements and Provisions	R.....……..
Section 1300	Preliminary and General	R.....……..
Section 1400	Housing and Offices for Engineer's Personnel	R.....……..
Section 1700	Clearing and Grubbing	R.....……..
Section 1800	Collection and Removal of Debris and Litter	R.....……..
Section 1900	Dayworks (Provisional)	R.....……..
Section 2100	Drains	R.....……..
Section 2200	Prefabricated Culverts	R.....……..
Section 2400	Asphalt and Concrete Berms	R.....……..
Section 3100	Borrow Materials	R.....……..
Section 3200	Selections, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting the Gravel Layers	R.....……..
Section 3300	Mass Earthworks	R.....……..
Section 3400	Pavement Layers of Gravel Material	R.....……..
Section 3900	Patching and Repairing Edge Breaks	R.....……..
Section 4100	Prime Coat	R.....……..
Section 4600	Bituminous Single Seal with Slurry (Cape Seal)	R.....……..
Section 4800	Treatment of an Existing Surface	R.....……..
Section 5100	Pitching, Stonework and Protection against Erosion	R.....……..
Section 5200	Gabions	R.....……..
Section 5400	Guardrails	R.....……..
Section 5500	Fencing	R.....……..
Section 5600	Road Signs	R.....……..
Section 5700	Road Markings	R.....……..
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	R.....……..
Section 6100	Foundations for Structures	R.....……..
Section 6200	Falsework, Formwork and Concrete Finish	R.....……..
Section 6300	Steel Reinforcing for Structures	R.....……..
Section 6400	Concrete for Structures	R.....……..

Section 8100	Testing Workmanship and Materials	R.....……..
Section 9100	Controlling Vegetation Growth – Mowing and Cutting	R.....……..
Section 10300	Emergency Maintenance	R.....……..
Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....……..
NETT TOTAL OF TENDER		**R.....……..
ALLOW 10% FOR ESCALATION		R.....……..
SUB TOTAL		R.....……..
ALLOW 15% VALUE ADDED TAX		R.....……..
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....……..

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....

D: MAINTENANCE WORKS IN SUNDAYS RIVER VALLEY

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN SUNDAYS RIVER VALLEY

Section 1200	General Requirements and Provisions	R.....……..
Section 1300	Preliminary and General	R.....……..
Section 1400	Housing and Offices for Engineer's Personnel	R.....……..
Section 1700	Clearing and Grubbing	R.....……..
Section 1800	Collection and Removal of Debris and Litter	R.....……..
Section 1900	Dayworks (Provisional)	R.....……..
Section 2100	Drains	R.....……..
Section 2200	Prefabricated Culverts	R.....……..
Section 2400	Asphalt and Concrete Berms	R.....……..
Section 3100	Borrow Materials	R.....……..
Section 3200	Selections, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting the Gravel Layers	R.....……..
Section 3300	Mass Earthworks	R.....……..
Section 3400	Pavement Layers of Gravel Material	R.....……..
Section 3900	Patching and Repairing Edge Breaks	R.....……..
Section 4100	Prime Coat	R.....……..
Section 4600	Bituminous Single Seal with Slurry (Cape Seal)	R.....……..
Section 4800	Treatment of an Existing Surface	R.....……..
Section 5100	Pitching, Stonework and Protection against Erosion	R.....……..
Section 5200	Gabions	R.....……..
Section 5400	Guardrails	R.....……..
Section 5500	Fencing	R.....……..
Section 5600	Road Signs	R.....……..
Section 5700	Road Markings	R.....……..
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	R.....……..
Section 6100	Foundations for Structures	R.....……..
Section 6200	Falsework, Formwork and Concrete Finish	R.....……..
Section 6300	Steel Reinforcing for Structures	R.....……..
Section 6400	Concrete for Structures	R.....……..

Section 8100	Testing Workmanship and Materials	R.....……..
Section 9100	Controlling Vegetation Growth – Mowing and Cutting	R.....……..
Section 10300	Emergency Maintenance	R.....……..
Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....……..
NETT TOTAL OF TENDER		**R.....……..
ALLOW 10% FOR ESCALATION		R.....……..
SUB TOTAL		R.....……..
ALLOW 15% VALUE ADDED TAX		R.....……..
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....……..

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....

E: MAINTENANCE WORKS IN MAKANA

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN MAKANA

Section 1200	General Requirements and Provisions	R.....……..
Section 1300	Preliminary and General	R.....……..
Section 1400	Housing and Offices for Engineer's Personnel	R.....……..
Section 1700	Clearing and Grubbing	R.....……..
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Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....……..
NETT TOTAL OF TENDER		**R.....……..
ALLOW 10% FOR ESCALATION		R.....……..
SUB TOTAL		R.....……..
ALLOW 15% VALUE ADDED TAX		R.....……..
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....……..

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....

F: MAINTENANCE WORKS IN NDLAMBE

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.
SCMU10-21/22-0019

MAINTENANCE WORKS IN NDLAMBE

Section 1200	General Requirements and Provisions	R.....…….
Section 1300	Preliminary and General	R.....…….
Section 1400	Housing and Offices for Engineer's Personnel	R.....…….
Section 1700	Clearing and Grubbing	R.....…….
Section 1800	Collection and Removal of Debris and Litter	R.....…….
Section 1900	Dayworks (Provisional)	R.....…….
Section 2100	Drains	R.....…….
Section 2200	Prefabricated Culverts	R.....…….
Section 2400	Asphalt and Concrete Berms	R.....…….
Section 3100	Borrow Materials	R.....…….
Section 3200	Selections, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting the Gravel Layers	R.....…….
Section 3300	Mass Earthworks	R.....…….
Section 3400	Pavement Layers of Gravel Material	R.....…….
Section 3900	Patching and Repairing Edge Breaks	R.....…….
Section 4100	Prime Coat	R.....…….
Section 4600	Bituminous Single Seal with Slurry (Cape Seal)	R.....…….
Section 4800	Treatment of an Existing Surface	R.....…….
Section 5100	Pitching, Stonework and Protection against Erosion	R.....…….
Section 5200	Gabions	R.....…….
Section 5400	Guardrails	R.....…….
Section 5500	Fencing	R.....…….
Section 5600	Road Signs	R.....…….
Section 5700	Road Markings	R.....…….
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	R.....…….
Section 6100	Foundations for Structures	R.....…….
Section 6200	Falsework, Formwork and Concrete Finish	R.....…….
Section 6300	Steel Reinforcing for Structures	R.....…….
Section 6400	Concrete for Structures	R.....…….
Section 8100	Testing Workmanship and Materials	R.....…….

Section 9100	Controlling Vegetation Growth – Mowing and Cutting	R.....……..
Section 10300	Emergency Maintenance	R.....……..
Section 12000	Environmental Management Programme Implementation	R.....……..
Section 13000	Occupation Health & Safety	R.....……..
Section 15000	ME Management and Training of Local Labour	R.....……..
TOTAL		**R.....……..
NETT TOTAL OF TENDER		**R.....……..
ALLOW 10% FOR ESCALATION		R.....……..
SUB TOTAL		R.....……..
ALLOW 15% VALUE ADDED TAX		R.....……..
TOTAL AMOUNT FOR EVALUATION SCORING PURPOSES		**R.....……...……..

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....