

# **Bid No:JHB.23/20**

**CLOSING DATE:**

**10 AUGUST 2023 @ 11:00**

**ADVERT DATE:**

**21 JULY 2023**

**SERVICE: DPW : MAINTENANCE, REPAIRS AND  
LEVELLING OF TARRED ROADS, POTHOLE, GRAVEL  
ROADS AND PAVED AREA USED AS ROADS. REPAIRS  
AND CEANING OF EXPOSED OPEN CONCRETE AND  
BRICK STORM WATER CHANNELS FOR 24 MONTHS  
WITHIN THE JURISDICTION OF JOHANNESBURG  
REIONAL OFFICE.**

**DOCUMENT WILL BE SOLD AT A NON-REFUNDABLE  
DEPOSIT OF R300-00 CASH PER SET**

***Compulsory tender/site briefing: YES.on 02 August 2023 @ 10;00  
Venue:78 De Korte Street, Mineralia Buidling, Braamfontein  
Johannesburg.***

## ***Bidder's Obligations:***

- 1. In terms of National Treasury Circular No.3 of 2015/2016 all Service Providers who intend to do business with Government are to register on (CSD) Central Supplier database, failure will result in disqualification.***
- 2. All certificates are verified with issuing Institutions.***
- 3. Submission of invalid certificates will result in instant disqualification.***
- 4. Submission of fraudulent certificates will result in instant disqualification and reporting the supplier to National Treasury for imposition of restriction to do business with the State.***
- 5. CIDB Grading Required : 5CE OR HIGHER***

**Enquiries: Ms Shonisani Masindi – 011 713 6021/082 470 9977**

***Or***

***Ms. Cikizwa Ntshanga – (011) 713-6078***

***Mr. Daniel Magogodi – (011) 713-6157***

## PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	MAINTENANCE, REPAIRS AND LEVELLING OF TARRED ROADS, POTHOLES, GRAVEL ROADS AND PAVED AREA USED AS ROADS. REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURISDICTION
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<b>Tender no:</b>	JHB 23/20	<b>Reference no:</b>	
<b>Advertising date:</b>	21/07/2023	<b>Closing date:</b>	10/08/2023
<b>Closing time:</b>	11H00	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 CE or 5 CE\*** or higher.  
\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **5 CE PE or 5 CE PE\*** or higher.  
\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

### 2. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
5	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
6	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
8	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
10	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

Tender no: JHB 23/20

11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
13	<input checked="" type="checkbox"/>	<p>1) Construction Manager with minimum of two years experience in road construction/ maintenance and registered with ECSA as a Professional Civil Engineer/Technologist. (abridged CV and ECSA registration certification must be attached.</p> <p>(2) Site Agent/ Senior Foreman with minimum of 2 years experience in road construction/maintenance (abridged CV and relevant qualifications in the built environment).</p> <p>(3) Bidders must sign undertaking to provide at least 3 LDV's or more</p> <p>(4) Submission of record of attending compulsory site inspection/briefing meeting. Attendance register will serve as a proof of site briefing meeting attendance</p> <p>(5) Submission of (PA-16): Preference points claims form in terms of the Preferential Procurement Regulations 2022</p>

## 2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input type="checkbox"/>	Submission of (PA-09 (EC)): List of Returnable Documents
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input checked="" type="checkbox"/>	<p>Submission of signed DPW-16(EC) form .A</p> <p>Bidders to sign a declaration for EPWP .</p> <p>Bidders to submit undertaking for Public Liability Insurance.</p>

## 3. Method to be used to calculate points for specific goals

<input type="checkbox"/>	<b><u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></b>
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

**For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
<input checked="" type="checkbox"/> 1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO).

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

	done or services to be rendered in that area.		or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

**For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
<input type="checkbox"/>	1. An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3. An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
	4. <input type="checkbox"/> An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Page 4 of

10

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Effective date: March 2023

Version: 2023/03

	5. <input type="checkbox"/>	<p><b>OR</b></p> <p>An EME or QSE which is at least 51% owned by youth (Mandatory)</p> <p><b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b></p>	2	ID Copy or CSD Report Or CIPC
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**4. Functionality criteria:**

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality criteria:	Weighting factor:
<p>1) Construction Manager with road maintenance/construction experience and registered with ECSA as a Professional Civil Engineer/Technologist. (abridged CV and ECSA registration certificate must be attached.</p> <p>3 years experience (1) 4 years experience (2) 5 years experience (3) 5 years experience (4) 6 years and above experience (5)</p>	35
<p>Site Agent/ Senior Foreman with road construction/maintenance experience (CV must be accompanied by relevant qualifications in the built environment)</p> <p>3 years experience (1) 4 years experience (2) 5 years experience (3) 6 years experience (4) 6 years and above experience (5)</p>	30
<p>Number of completed project/s of similar in nature ( Completion Certificate / letter confirming completion of works together with appointment letter) will serve as proof). No practical completion Certificate will be accepted.</p> <p>1 project of value of R 1 500 000.00 and above (1) 2 projects of value of R 1 500 000.000 and above (2) 3 projects of value of R 1 500 000.00 and above (3) 4 Projects of value of R 1 500 000.00 and above (4) 5 Projects and higher of value of R 1 500 000.00 and above (5)</p>	35

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<b>Total</b>	<b>100 Points</b>

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>50</b>
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

## 5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

### 6.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.**

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as “comparable” includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

**Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

**Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

**6.2 Commercial risks:**

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.  
Page 7 of



The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

## 7. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

**Tender no: JHB 23/20**

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

## 8. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address 78 De Korte Street, Mineralia Building, Braamfontein. A non-refundable bid deposit of R 300.00r is payable (cash only) on collection of the bid documents.

## 9. SITE INSPECTION MEETING

A pre-tender site inspection meeting will be held in respect of this tender.  
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting, are:

<b>Venue:</b>	78 De Korte Street, Mineralia Building 4th Floor		
<b>Virtual meeting link:</b>	("N/A")		
<b>Date:</b>	02 August 2023")	<b>Starting time:</b>	(10h00")

## 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Shonisani Masindi	<b>Telephone no:</b>	011 713 6021
<b>Cellular phone no:</b>		<b>Fax no:</b>	N.A
<b>E-mail:</b>	shonisani.masindi@dpw.gov.za		

## 11. DEPOSIT / RETURN OF TENDER DOCUMENTS


Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X i3 Braamfontein 2107</p> <p><b>Attention:</b> <b>Procurement section: Room 7th Floor</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>78 De Korte Street Mineralia Building Braamfontein insert room no</p>
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**12. COMPILED BY:**

Shonisani Masindi		21/07/2023
Name of Project Manager	Signature	Date

## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>MAINTENANC,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREAS USED AS USED ROADS AND REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.</b>		
<b>Tender / Quotation no:</b>	JHB 23/20	<b>Reference no:</b>	

### OFFER

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

**MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREAS USED AS USED ROADS AND REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION..**

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	..... ..... .....
<b>Rand in figures:</b>	<b>R</b> .....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
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Company or Close Corporation:  
.....  
.....  
And: Whose Registration Number is:  
.....  
And: Whose Income Tax Reference Number is:  
.....  
CSD supplier number:.....

OR

Natural Person or Partnership:  
.....  
.....  
Whose Identity Number(s) is/are:  
.....  
Whose Income Tax Reference Number is/are:  
.....  
CSD supplier number:.....

Tender / Quotation no: JHB 23/20

**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: .....</p> <p>In his/her capacity as: .....</p>	<p><b>Note:</b></p> <p><b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b></p>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore) .....

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

**Tender / Quotation no: JHB 23/20**

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
 .....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....  
 Fax No .....  
 Postal address .....  
 Banker ..... Branch.....  
 Registration No of Tenderer at Department of Labour .....  
 CIDB Registration Number: .....

**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 in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**The terms of the contract are contained in:**

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use

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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**For the Employer:**

Name of signatory	Signature	Date

**Tender / Quotation no:** JHB 23/20

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<i>Private Bag X 3 BRAAMFONTEIN 2107</i>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>	
<b>Detail:</b>	
<b>1.1.2. Subject:</b>	
<b>Detail:</b>	
<b>1.1.3. Subject:</b>	
<b>Detail:</b>	
<b>1.1.4. Subject:</b>	
<b>Detail:</b>	
<b>1.1.5. Subject:</b>	

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



**Detail:**

**1.1.6. Subject:**

**Detail:**

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

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

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREAS USED AS USED ROADS AND REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.		
<b>Tender / quotation no:</b>	JHB 23/20	<b>Closing date:</b>	10/08/2023
<b>Advertising date:</b>	21/07/2023	<b>Validity period:</b>	84 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no:

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date



## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS, POTHoles, GRAVEL ROADS AND PAVED AREAS USED AS USED ROADS AND REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.</b>		
<b>Tender / Quotation no:</b>	<i>JHB 23/20</i>	<b>Reference no:</b>	
<b>Closing date:</b>			

This is to certify that I, \_\_\_\_\_ representing  
 \_\_\_\_\_ in the capacity of  
 \_\_\_\_\_ visited the site on: **02/08/2023**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>



## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREAS USED AS USED ROADS AND REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.</b>		
<b>Tender no:</b>	<i>JHB 23/20</i>	<b>Reference no:</b>	<i>JHB 23/20</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	MAINTENANCE, REPAIRS AND LEVELLING OF TARRED ROADS, POTHLES, GRAVEL ROADS AND PAVED AREA USED AS ROADS. REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURISDICTION		
Tender / Quote no:	JHB 23/20	Reference no:	
Receipt Number:			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA - 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA - 36 and Annexure/s C)	N/A	<del>Yes</del> NO
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
<del>Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)</del>	<del>1 Page</del>	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).		No
Declaration for EPWP		Yes
Undertaking for Public Liability Insurance		Yes
Undertakings for 3 LDV'		Yes

\* In compliance with the requirements of the CIDB SFU Annexure G

Tender no:

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment ( <i>if applicable</i> )	-	Yes

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) ( <i>if applicable</i> )	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) ( <i>if applicable</i> )	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules ( <i>if applicable</i> )	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) ( <i>if applicable</i> )	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no:

**5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES**

<b>Legal Status of Tendering Entity:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
<b>If the Tendering Entity is:</b>	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Signed by the Tenderer:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
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11			
12			
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14			
15			
16			



17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the Department of Public Works in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(code)*

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
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10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_  
 in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
 and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:  
 \_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



## PA-11: BIDDER’S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> 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.





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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

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



public works  
& Infrastructure  
Department  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value 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 Preference Points System to be applied**

*(Tick whichever is applicable).*

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

**1.3 Points for this tender shall be awarded for:**

**1.3.1 Price; and**

**1.3.2 Specific Goals**

**1.4 The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE		
SPECIFIC GOALS		
<b>Total points for Price and Specific Goals</b>	<b>100</b>	

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

**1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable**

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or

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

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by <b>youth</b>.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:



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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	4		

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>  or 5. An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .*  (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		
		2		

**Note:** \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

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

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>			
BID NUMBER:	HB 23/20	CLOSING DATE:	10/08/2023
		CLOSING TIME:	11H00
DESCRIPTION			

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**78 De Korte Street, Mineralia Building  
Braamfontein**

**OR POSTED TO:  
National Department of Public Works and Infrastructure, Private Bag X3  
Braamfontein, 2107**

**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:
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.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	R
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## 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).**
  - 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.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND 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 TO BIDDING FOREIGN SUPPLIERS**

- 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) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: JHB 23/20

Name of Tenderer: .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

## 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: JHB 23/20

## 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer hereon, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

**REPUBLIC OF SOUTH AFRICA**  
**DEPARTMENT OF PUBLIC WORKS**



**TENDER/BID  
FOR  
MAINTENANCE, REPAIRS AND LEVELLING OF TARRED ROADS,  
POTHOLES, GRAVEL ROADS AND PAVED AREAS USED AS ROADS  
AND  
REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM  
WATER CHANNELS  
FOR  
24MONTHS**

**IN THE  
GAUTENG PROVINCE  
FOR THE  
NATIONAL DEPARTMENT OF PUBLIC WORKS  
WITHIN THE  
JOHANNESBURG REGIONAL OFFICE JURISDICTION**

*OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
PRIVATE BAG X3  
BRAAMFONTEIN  
2107*

*DATE: 21/07/2023*



**INDEX****PAGE NUMBERS**

<b>1.</b>	<b>TERM CONTRACT CLARIFICATION</b>	<b>3</b>
<b>2.</b>	<b>SPECIAL CONDITIONS OF TENDER</b>	<b>4 - 11</b>
<b>3.</b>	<b>ANNEXURE A- REPAIRS SCHEDULE</b>	<b>12 - 14</b>
<b>4.</b>	<b>SCHEDULE 1 – REPAIRS TO ROADS</b>	<b>15 - 22</b>
<b>5.</b>	<b>SCHEDULE 2 - EPWP</b>	<b>23</b>
<b>6.</b>	<b>SCHEDULE 3- LABOUR RATES</b>	<b>24</b>
<b>7.</b>	<b>SCHEDULE 4 – TRANSPORT</b>	<b>25</b>
<b>8.</b>	<b>TYPICAL DETAILS OF CHANNELS AND PAVING</b>	<b>26</b>
<b>9.</b>	<b>JOB CARD- SHEDULED ITEMS</b>	<b>27</b>
<b>10.</b>	<b>SUMMARY PAGE</b>	<b>28</b>
<b>11.</b>	<b>MAP OF THE JOHANNESBURG REGIONAL OFFICE JURISDICTION</b>	<b>29</b>
<b>12.</b>	<b>TYPICAL DRAWINGS OF POT HOLE AND BLOCK PAVING REPAIRS</b>	<b>30</b>
<b>13.</b>	<b>TYPICAL DRAWINGS OF STORMWATER CHANNELS (SIZES WILL VARY ON SITE)</b>	<b>31</b>
<b>14.</b>	<b>TYPICAL DRAWINGS OF REPAIRS TO STORM WATER AND MANHOLE REPAIRS</b>	<b>32</b>
<b>15.</b>	<b>TYPICAL DRAWINGS OF TYPES OF CONCRETE CURBING</b>	<b>33</b>
<b>16.</b>	<b>TYPICAL DRAWINGS OF REPLACEMENT AND REPAIRS TO CONCRETE CURBS</b>	<b>34</b>
<b>17.</b>	<b>ANNEXURES A, B AND C</b>	

**N.B IT IS INCUMBENT FOR ALL PERSPECTIVE BIDDERS TO NUMBER EACH PAGE FROM THE FIRST TO THE LAST PAGE AND TO ADD THEIR SIGNATURES NEXT TO IT.**

**DEPARTMENT OF PUBLIC WORKS  
REGIONAL OFFICE JOHANNESBURG**

**TERM CONTRACT**

- **THIS IS NOT A SERVICE CONTRACT**
- **ALL REPAIRS REQUIRED WILL BE ATTENDED TO AS PER REQUEST**

**TENDER/BID FOR MAINTENANCE. REPAIRS AND LEVELLING OF TARRED ROADS, POTHoles, GRAVEL ROADS AND PAVED AREAS USED AS ROADS AND REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM WATER CHANNELS FOR A PERIOD OF 24MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURISDICTION AND WILL COVER ALL OR SOME OF THE FOLLOWING REQUIREMENTS:**

- Day to day repairs(maintenance)
- Services required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Replacing of items directly linked to this specific tender as is requested.

**Rates**

- The rates in the price segment include a year 1 and Year 2 this is applicable to the term of 24months.
- The duration of this term contract is divided into 12 months which would not necessary calculate from January to December.
- This means that a term contract awarded on the 21/05/2018 the rates applicable to year one will be from the 21/05/2018 to 20/05/2019 and year two rates applicable from 21/05/2019 to 20/05/2020.(This is an example only)

**Special Conditions of Contract (SCC)**

- The SCC must be carefully read and complied with in all aspects.
  - All procedures must be adhered to.
  - The segregation of responsibilities and duties between the NDPW and the successful Bidder is clearly indicated and must be adhered to.
  - The accountability by the successful bidder in terms of his responsibilities must be understood and adhered to at all time.
  - The understanding of the SCC is crucial to the success or failure of this BID
  - The SCC will not be compromised during any stage of this Term Contract
  - Should any clause or sentence not be understood please enquire with the Chief Works Manager or the responsible works manager dealing with this contract for clarity.
- End of explanation of a term contract.

# **SPECIAL CONDITIONS OF CONTRACT**

## **1. VALUE-ADDED TAX**

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

## **2. PRICES**

All prices for items in this document shall include for additional costs, if any, that may occur as a result of these of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

## **3. THE BID**

The pages of this QUOTATION are numbered consecutively. The BIDDER shall, before submitting his Quotation, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this TENDER contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this TENDER and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

## **4. DOCUMENTS**

Should there be any contradiction between these Special Conditions of Contract and the General Conditions of Contract: PA-10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final if applicable.

The following documents shall be read in conjunction with this TENDER.

- a) The General Conditions of Contract: PA-10 (GCC)
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular contract.
- d) The Special Conditions of Contract (SCC)
- e) COLTO Standard Specification for Road and Bridge Works for State Authorities 1998(Green Book)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager, 78 De Korte street Mineralia, Braamfontein 2107 for information.

## **5. PROVISIONAL QUANTITIES**

All quantities in this TENDER document are provisional and inserted in order to obtain competitive tenders/bids. The Department reserves the right to increase or decrease quantities and include or exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

**6. RATES**

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the TENDER. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

**6.1 THIS IS NOT A LUMP SUM TENDER.**

**Meaning that the value/ form of offer is not the true/real value of this tender it could increase or decrease depending on the faults reported, this is day to day maintenance and unpredictable.**

**7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

**THIS TENDER SHALL BE VALID FOR A PERIOD OF TWENTY FOUR (24) MONTHS THIS CONTRACT IS SUBJECTED TO AN EXIT CLAUSE /TERMINATION CLAUSE**

**Note:-**

The contract tariffs shall remain fixed for TWENTY FOUR MONTHS (24) calendar months, and no further adjustments will be allowed except that for an increase in VAT will apply.

**ANY EXTENSION OF THIS CONTRACT WILL ONLY BE APPROVED IF REQUIRED BY THE REGIONAL BID ADJUDICATION COMMITTEE.**

**8. ACCESS TO PREMISES**

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out services during normal working hours unless required to work after hours or week ends.

**9. ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain from the S A National Defense Force, SAPS, Department of Justice, Department of Correctional Services or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by all the Departments Client Departments.

10. **SECURITY CHECK ON PERSONNEL**

The Department or the Chief of the S A National Defense Force, Correctional Services may require the Contractor to have his personnel, or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defense Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

10.1 **DRESS CODE**

The following dress code must be adhered to at all times by all workers:

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service.

11. **TRAINED STAFF**

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to ensure that the institution is attended to. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

**Note:**

**A Statement of Experience gained and on what type of equipment shall be submitted with the tender.**

12. **MATERIAL OF EQUAL QUALITY (N/A)**

13. **REDUNDANT MATERIAL, RUBBISH AND WASTE / WHERE APPLICABLE**

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

**All redundant / EXCESS must be removed from site should the successful tenderer not comply with this the Department of Public reserves the right to remove this material from site and charge the tenderer all cost involved with this removal.( No negotiations will be entered into on this matter)**

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the Regional Manager, the Contractor shall be notified in writing to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

14. **ASSOCIATED ELECTRICAL WORK (N/A)**

**Note:**

**All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)**

15. **SCOPE OF CONTRACT**

The Bid for the Maintenance, repairs and levelling of tarred roads, potholes, gravel roads and paved areas used as roads and repairs and cleaning of exposed concrete and brick storm water channels in the GAUTENG PROVINCE JOHANNESBURG REGIONAL OFFICE JURISDICTION, in properties, namely all official buildings and structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of Twenty four(24) months, subjected to a exit clause/termination clause

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable materials. **No claims for consumables shall be accepted.**

Where repairs are required for specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services.

**No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

16. **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at DPW Johannesburg(NOT APPLICABLE RATES CONTRACT)

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the service was completed satisfactorily.

17. **OFFICIAL ORDER FOR REPAIRS**

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ JHB) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

**Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

- f) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

#### 17.1 **SERVICE PROCEDURE AND OTHER (Applicable to service contracts only)**

Servicing shall be carried out strictly as stated on the service schedules and will follow this procedure;

1. All services are logged by the CWM at DPW with the call center.(If applicable)
2. The printout received from the call centre will be faxed to service provider or whatever suitable arrangement has agreed upon by the two parties to ensure prompt service delivery
3. On receiving the call centre printout a quotation must be submitted and priced as per tender document attached with the call centre printout.
4. Without this call centre printout no services can be executed.
5. The call centre printout must be produced to the Client Department so that suitable arrangements can be made to deliver this service.
6. After the service has been satisfactorily completed a job card must be completed and signed by the responsible person (CLIENT Department) on site and stamped if a stamp is available.
7. The contractor must ensure that all writing on this job card is legible and that contact details are current
8. On receiving the order number the Contractor shall submit a completed job card and invoice in line with the quotation with all the relevant details including the call centre call out number , this must be handed in to Registry section on the 7<sup>th</sup> floor at DPW Braamfontein Johannesburg

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

#### 18. **EXECUTION OF REPAIRS**

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

**FOR EMERGENCY SERVICES THE RESPONSE TIME SHALL BE WITHIN 2 (TWO) HOURS FROM THE RECEIPT OF THE CALL NIGHT OR DAY.** Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

#### 19 **JOB CARDS FOR REPAIRS**

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

**Job cards shall be completed in triplicate (1 for the Client, 1 for DPW, and 1 for the Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed**

job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

## 20 ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule. Accounts for repairs executed, shall be accompanied by a job card. The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

**Note:**

**Any over-payments discovered at a later stage shall be rectified and the Department shall recover the overpayment.**

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender Document Annexure A and B

## 21. CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.

### 21.1 PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

### 21.2 PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT.

## 22 TRANSPORT COST

**Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.**

- a.) Transport cost will be calculated from The **Johannesburg Regional Office as per the attached map zone 1 to 4.** Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled services, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.



23                    **REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)**

Request for a **SUPPLIERS INVOICE** for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

24                    **CANCELLATION OF SERVICING TO INSTALLATIONS**

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

25.                    **INVENTORY REQUIREMENT (If applicable)**

A complete inventory must be completed of all installations and equipment relating to this service on all the properties which is affected by this service contract.

The inventory will be discussed in greater detail at the **Service Level Agreement Meeting** which will be held with the successful service provider. (This may include a confidentiality clause which Bidders will have to abide by contractually)

This inventory is compulsory and must be submitted in a **hard copy and electronic format** after the first service has been completed

26.                    **APPROXIMATE MEASUREMENTS (NOT APPLICABLE TO THIS BID)**

27.                    **THIS IS NOT A LUMPSUM CONTRACT (APPLICABLE)**

28.                    **Services will be considered and attended to as per notification on state owned, property only.**

29.                    **DRAWING UP OF A SERVICE LEVEL AGREEMENT (APPLICABLE)**

The successful bidder will be subjected to the drawing up of a service level agreement between the client Department and DPW.

30.                    **IMPORTANT NOTICE**

**EXIT CLAUSE / CANCELLATION**

**NOTE: Should the appointed contractor not perform or defaults on service delivery in terms of his contract conditions during any period within the contract, the Department reserves the right to cancel the contract with immediate effect.**

31.                    **ARITHMETICAL ERRORS**

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

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

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.

c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.

Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above. All corrections must be initialled by Bidder.

## **END OF THE SPECIAL CONDITIONS OF CONTRACT**

## ANNEXURE A: REPAIR SCHEDULE

PRICES FOR REPAIRS SHALL INCLUDE ALL SABS APPROVED MATERIALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETE THE REPAIRS

1. THE DESCRIPTION OF THE REPAIRS REQUIRED ENTAILS THE FOLLOWING:
2. ASPHALT PATCHING (Refer to typical drawing attached – REPAIR TO PAVEMENT ASPHALT POTHLES)
3. Backfilling of excavations for patching and pot holes
4. Removal of damaged paved areas excavate, re-level, compact area and relay paving
5. Gravel roads must be re-levelled , and compacted to original road level (refill /backfill as required)
6. Storm water channels must be cleaned of all growth and debris and high pressure cleaned if required all rubbish must be removed from site
7. Where storm water channels are damaged and require minor repairs this should be attended to, to allow free flow of water.
8. Storm water Channels to be cleaned will be cleaned whilst water is running in certain areas. (Water cannot be stopped).
9. Prices for REPAIRS include, labour, consumables, minor and incidental repairs and all other overheads.  
Prices are to be totaled and carried over to the summary page.

### **Description of property**

1. **MILITARY BASES, PRISONS ,LISTED COURTS, SAPS, AND OTHER OFFICIAL BUILDINGS UNDER DPW LISTED AS CLIENTS**
2. Note: As this contract will be carried out on an "as-and-when required" basis, no time related obligations will be included EXCEPT AS PER THE SPECIAL CONDITIONS OF CONTRAC (SCC) under service delivery times.
3. AS THIS IS NOT A LUMPSUM CONTRACT THE AMOUNTS TENDERED FOR IS NOT THE TRUE VALUE OF THE BID.
4. **EXTENT OF WORKS**  
The Works to be carried out by the Contractor under this Contract comprise mainly the following:
  - a) **POTHOLE REPAIRS:**

- Cutting and shaping the edges of the pothole using jack hammers or picks (no saw cutting will be allowed),
- Removal to spoil of the cut material,
- Compacting the floor of the pothole,
- Applying tack to the floor and sides of the pothole,
- Back filling with cold mix asphalt or, in the case of emergency repairs (or where specified by the Facilities Manager), an approved cold mix asphalt, and compacting as specified.

Where hot mix asphalt is used, the joints between the pothole edge and the existing road surface shall be sealed using approved rubber modified bitumen emulsion product **if applicable**

**b) ASPHALT PATCHING:**

- Cutting and breaking up the surface of the demarcated patch area using jack hammers or picks (no saw cutting will be allowed)
- Excavating the patch area by hand to the specified depth and removing to spoil,
- Cleaning and compacting the floor of the patch,
- Applying tack to the floor and Viaseal Waterblok or similar approved to the edges of the patch
- Backfilling the patch with either COLTO Continuously graded medium surfacing mix or, if the patch is deeper than 80 mm, COLTO continuously graded 26.5 mm BTB, followed by COLTO Continuously graded medium surfacing mix and compacting.
- Painting the joints with Viaseal Waterblok or similar approved product
- Special deep failure repairs (deeper than 200 mm) as per asphalt patching, but backfilling with 2.5% cement stabilized G5 material prior to the asphalt back fill

**c) INSTRUCTION FOR USE OF INSTANT PATCHMIX**

- Remove failed pavement and trim the edges. Remove all the loose debris, dust and stagnant water
- Apply some bituminous tack coat for better bonding(recommended but not necessary)
- In case of excessive storage period make the instant PATCHMIX loose before use

- Lay the instant PATCHMIX/cold mix asphalt
- Compact the evenly laid instant PATCHMIX / cold mix Asphalt with hand tamping(spade or hoe) or with a plate compactor or roller compactor(recommended)
- The area is ready to open for traffic immediately after compaction

**d) SEGMENTED BRICK PAVING (Refer to typical drawing attached – REPAIR TO PAVEMENT INTERLOCKING BLOCKS)**

- 80mm interlocking bricks (25MPa), top edges chamfered laid in herring bone pattern
- Bricks laid on 25mm compacted thickness well graded bedding sand
- Sub base: where paving has been completely eroded and groundwork's exposed construct a 150mm thick subbase from material outsourced
- Compact the sub base to 95% MOD AASHTO density
- Alternatively cast sub base from cement (DPC) stabilised (2%) Std gravel from site excavations
- If applicable in other areas than DPC plastic must be used.

**d) GRAVEL ROADS**

- Where gravel roads have been washed away and corroded through traffic.
- The whole/uneven surface must be filled back with similar material if possible collected from the sides
- The area to be repaired must be scarified/removed to a depth not exceeding 150mm
- If not than a coarse layer of 19mm of crushed stone must be compacted to 95% of Mod AASHTO
- Resulting in an acceptable level surface

**5. STANDARD SPECIFICATIONS**

Where reference is made to the standard specifications in this contract, it shall mean the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998**, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents.

**6. REFERENCE: item 4 a), b), c) and d)**

**It is important to note that when pricing this document that reference must be made to the type of applications above in Item 6 The following abbreviations appear in the Bill of Quantities**

mm = millimetre	m <sup>2</sup> = square metre
m = metre	m <sup>3</sup> = cubic metre
N = numbers	t= ton

**SCHEDULE 1: REPAIRS TO TARRED ROADS- Miscellaneous Works**

No	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	RATE FIRST 12 MONTHS	RATE SECOND 12 MONTHS	TOTAL AMOUNT
7	<p><b>GENERAL REQUIREMENTS AND PROVISIONS</b></p> <ol style="list-style-type: none"> <li>Note: As this contract will be carried out on an "as-and-when required" basis, no time related obligations will be included, except as per the Special Conditions of Contract (SCC) on page 7, Item 18- Execution of Repairs.</li> <li>The bidder is required to own/hire proper road signage during the process of repairs where this is required. All signage in use must comply and be clear in its understanding to road users and pedestrians within the boundaries of the client department's area of usage.</li> <li>Occupational health and safety obligations including adherence to all covid 19 protocols with PPE, transportation of workers, hygiene, protocols, access to site, compliance checking and monitoring (where applicable) etc.</li> </ol>					

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
8	<b>ALLOWANCE FOR DUMPING AT APPROVED DUMP SITES:</b> Actual cost of dumping measured as per original invoice from dump site (contractor must submit copies of dumpsite weighbridge slips/invoices to Works manager to ensure payment). The Department is allowing R30 000.00 /YEAR	Prov.Sum	1	R30 000.00	R30 000.00	R60 000.00
9	<b>REPAIRS PAVEMENT LAYERS</b>					
9.1	<b>Removal and excavating material from existing pavements except milled material</b> (a) Areas up to 50 m <sup>2</sup> (b) Areas 50,1 m <sup>2</sup> to 100 m <sup>2</sup> (c) Areas greater than 100 m <sup>2</sup>	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	300X			
9.2	<b>Milling out material from existing pavement</b>	m <sup>3</sup>	300X			
9.3	<b>Backfilling of base layer for surface failures with 98 % Mod AASHTO density</b> (a) Chemically stabilised gravel excavated from the existing pavement (b) Emulsion treated crushed stone pavement (c) Asphalt base (hot mixed) (d) Asphalt surfacing continuously graded medium (e) Repair pavement asphalt by applying 200mm cold premix asphalt	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	1000X			
9.4	<b>Repair to pavement layers to compaction as specified</b> (a) 150mm sub base layer to G5 material compacted to 95 % MOD AASHTO (b) 150 mm upper selected layer of G7 MATERIAL COMPACTED TO 93 % Mod AASHTO density (c) 150 mm in situ material	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	300X			
					<b>SUB-TOTAL</b>	

	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
10	Establishment of milling machine on site	no	1			
11	Establishment of paver on site	no	1			
12.	<b>ASPHALT PATCHING, EDGE BREAK REPAIRS AND EXCAVATION REPAIRS. ASPHALT BASE AND SURFACING</b>				<b>SUB TOTAL</b>	
12.1	Cutting back the edges of the existing surfacing for the Repairing of PATCH/ edge breaks. (Saw cut)					
		m	300 X	R	R	R
12.2	<b>Repair to pavement and asphalt pot holes</b> a) Install 200 mm cold premix asphalt b) Install 150mm Sub Base layer of G5 material compacted to 95% mod AASHTO c) Install 150mm upper selected layer of G7 material compacted to 93% mod AASHTO d) Install 150mm in-situ material <b>Backfilling of excavations for patching and potholes</b> <b>Note:</b> Potholes up to 1.0 m <sup>2</sup> in size will be paid per number and the rate is inclusive of all labour, plant and equipment, (b) Patching and pothole repairs, complete, including all excavation, cutting by saw or jack hammer and transport of spoil to approved dumping sites and including the transport of the asphalt material to site, Potholes or patches of area up to and including 1.0m <sup>2</sup> in the following depth and ranges a see attached drawings allow for					
		m <sup>3</sup>	1000 X	R	R	R
					<b>SUB TOTAL</b>	



	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
13.	<b>SEALING OF PASSIVE CRACKS</b> Cleaning of passive cracks with hot compressed air and sealing cracks as specified (a) Surfacing cracks (b) Crocodile cracks (c) Longitudinal cracks	m <sup>2</sup>	200X			
14.	<b>SHOULDERS REPAIR</b> Reinstating gravel shoulders by means of ripping, watering, mixing, placing and compacting existing shoulders to 93 % Mod AASHTO density	m <sup>3</sup>	200 X			
15	<b>GENERAL EROSION PROTECTION</b> (a) Stone pitching (b) Stone masonry wall	m <sup>3</sup>	200 X			
16.	<b>ROAD MARKINGS</b> Road-marking (a) LONGITUDINAL LINES. Only applicable where existing lines were disturbed during patching. (any colour) to be redone to match existing b) Lettering and symbols. Only applicable where existing lettering and symbols were disturbed during patching. (any colour) to be redone to match existing	m Each	500 X 100 x	R R	R R	R R
17.	(c) Re -painting existing road markings that faded due to ageing around facilities <b>Erection and repair of Road signs</b>	m Each	500 X			
					<b>SUB-TOTAL</b>	

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
18.	<b>CONCRETE KERBING</b> Allow to replace precast kerbing to SABS 927 as indicated on typical drawings attached for types of kerbs and kerb installation					
18.1	Semi mountable Kerb	m	30 X	R	R	R
18.2	Barrier kerb	m				
18.3	Mountable kerb	m	30 X	R	R	R
18.4	Edge restraint kerb	m	30 X	R	R	R
18.5	In situ cast Mountable kerb	m	30 X	R	R	R
19.	<b>Trimming of excavations for concrete lined open drains</b> <b>See the attached drawings</b>  (a) In soft material concrete lining for open drains cast in situ concrete -25MPa /19mm standard side drain	m <sup>2</sup>	30 X	R	R	R
20.	<b>Formwork to cast in-situ concrete lining for drains(Class F2 surface finish) with manhole cover see detail on attached drawings</b>					
20.1	To sides with formwork on the internal face only	m <sup>2</sup>				
20.2	To sides with formwork on both internal and external faces(each face measured)		20 X	R	R	R
20.3	To end slabs	m <sup>2</sup>	20X			
					SUB TOTAL	

No	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
21.	<p><b>CONCRETE BRICK PAVING USED IN PARKING AREAS AND ROADS</b>  <b>SEE THE ATTACHED DRAWINGS</b>  Carefully remove existing damaged concrete segmented paving bricks and excavate as per existing layers 2, 3 and 4, save all bricks which can be re-used during the repair phase</p> <p><b>Repair to pavement interlocking Block</b></p> <ul style="list-style-type: none"> <li>a) Install 80mm segmented paving block full interlocking</li> <li>b) Install 20mm Sand bedding</li> <li>c) Install 150mm Sub- base layer of G5 material compacted to 95% AASHTO</li> <li>d) Install 150mm upper selected layer of G7 material compacted to 93% mod AASHTO</li> <li>e) Install 150mm in situ material</li> </ul> <p>Allow for 80mm segmented interlocking brick paving</p>	m <sup>2</sup>	600 X	R	R	R
22.	<p><b>REPAIRS TO GRAVEL ROADS WITHIN STATE PROPERTIES</b></p> <p>Existing Gravel roads damaged by water or heavy duty vehicles, must be excavated to a minimum of 500mm and backfilled with new gravel and compacted to 95% MOD AASHTO Density. Any or all surplus material must be stored on site for future use. The hourly rate must include all equipment, machinery and labour</p> <p>Allow for gravel used on site which is reusable ,labour cost / cubic meter</p> <p>Allow for gravel purchased from offsite sources</p>	Hours	200 X	R	R	R
23.		m <sup>3</sup>	50 X	R	R	R
					SUB-TOTAL	

No	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATES FIRST 12 MONTHS	RATES SECOND 12 MONTHS	AMOUNT
24.	<b>SUPPLY AND ERECTION OF GUARDRAIL, AND CONCRETE BARRIERS</b> (a) Supply and erection of guardrails Supply and erection of concrete barriers	m				
25.	<b>STORM WATER CHANNELS( SEE ATTACHED GENERAL DETAILED DRAWINGS ATTACHED)</b> Existing concrete storm water and irrigation channels on site the following cleaning and repairs are required <b>Repairing of open Concrete storm water channels</b> Existing damaged concrete to be carefully removed and prepared on hard earth. Cast in-situ 75mm thick concrete mixed 6:3:1 not exceeding lengths of 1,800mm. Concrete must be wood floated finish but all edges must be rounded and smoothed with a steel corner trowel to match existing. See attached sketch of a typical open storm water channel Allow for 75mm thick concrete	m	50 X	R	R	R
25.1						
25.2	Allow for 125mm thick concrete	m <sup>2</sup>	50 X	R	R	R
25.3	Cast in -situ Welded mesh FS 245 in concrete channels where applicable Allow for	m <sup>2</sup>	10 X	R	R	R
26.	<b>Cleaning of existing concrete storm water channels</b> Carefully remove all grass, other growths including debris from storm water channels and remove from site	m <sup>2</sup>	300 X	R	R	R
					<b>SUB TOTAL</b>	

								<b>SCHEDULE A- TOTAL</b>	
--	--	--	--	--	--	--	--	------------------------------	--

27	<b>SCHEDULE 2: EPWP – EMPLOYEES- POT HOLES Employment of Youth Workers</b>	UNIT	Quantity	Rate	AMOUNT year one and two R C
27.1	<b><u>EMPLOYMENTS OF YOUTH WORKERS</u></b>				
27.2	Employment of Youth Workers  The unit of measurement shall be the number of youth workers at the labour rate of R2500 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months appointment for youth worker/s.				
27.3	Allow for R2500.00/mth x 12mths	Worker days	480	R130.43 /day	R60, 000.00
27.4	Allow for R2500.00/mth x 12mths + 6% Allow for 6% increase in year two		480	R138.26/day	R73,600.00
27.5	Profit and attendance (ref.SL 11.05.02) (a) Admin cost (b) Transport cost	%	15%	133,000.00	R19,950.00
28	<b><u>PROVISION OF EPWP DESIGNED OVERRALLS AND HARD HATS TO YOUTH WORKERS</u></b>  Supply 2 x EPWP branded overalls, 1 x EPWP branded hard hat and safety shoes to youth workers (ref. SL11.05.01)	Item	2 person once off	R 6000.00	R 12000.00
28.1	<b><u>Provision of small tools for youth workers</u></b>				
20	Provide all youth worker with prescribe tools for the respective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program (ref. SL 11.06.01)	Item	2 person Once off	R5,000.00	R 10 000.00
Total cost carried to summary page. subtotal					R170,550.00

**SCHEDULE - 3  
NON – SHEDULE RATES FOR LABOUR AND MATERIAL  
REPAIRS TO POTHOLES ETC**

21	LABOUR- for all areas.	UNIT	YEAR 1	YEAR 2	AMOUNT R c
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc, for normal working hours, as well as for transport costs including traveling time, but excluding VAT				
21.1	<b>Normal working hours</b> Skilled Artisan( Technician)	Hours	R	R	R
21.2	General worker	Hours	R	R	R
21.3	<b>Overtime, Sunday and Public Holidays.</b> Skilled Artisan	Hours	R	R	R
21.4	General worker	Hours	R	R	R
	<b>Non- schedule materials</b> The cost of non- schedule materials shall be deemed to include, for the cost of material, after the deduction of any discount and delivery to site.				
22	Allow for the amount of R1000000 for the provisional cost of non- scheduled material that may be used. The above labour rates will apply.		R500000	R500000	R 1000000
23	Percentage mark- up on non-schedule materials that may be used. (Percentage (%))  Total labour cost carried to summary page	%			
<b>SCHEDULE 3-SUB TOTAL</b>					R

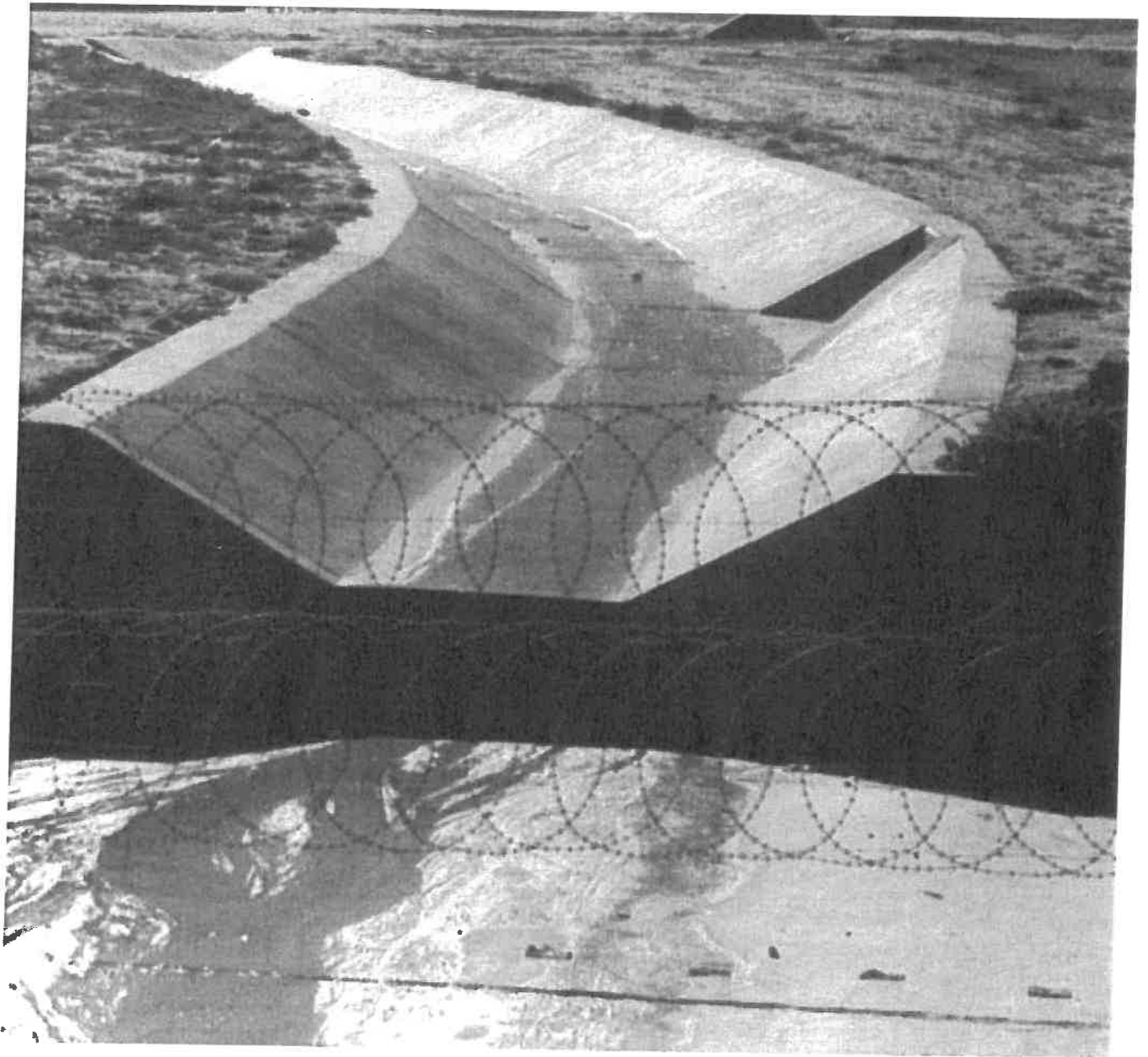
**SCHEDULE 4 – TRANSPORT  
REPAIRS TO POTHOLES ETC**

24	TRANSPORT COST ALL AREA)	UNIT	YEAR 1	YEAR 2	AMOUNT R c
(i)	NOTE: The costs of workers and drivers traveling time shall be deemed to be included with the unit rates for transport costs				
(ii)	All distances traveled will be measured from the Department of Public Works Regional Office.				
(iii)	The attached map clearly indicates the JHB R/O jurisdiction. The area has been divided into four zones, and the kilometers calculated is for a return journey				
	ZONE 1- 40km	km			
	ZONE 2- 80 km	km			
	ZONE 3- 120km	km			
	ZONE 4- 180km	km			
25	Transport cost of a vehicle with a loading capacity of 1 ton	Price/k m From zone 1to 4	R	R	R
26	Transport cost of a vehicle with a loading capacity of 2 ton	Price/k m From zone 1to 4	R	R	R
				<b>SCHEDULE 4 SUB TOTAL</b>	R

NOTE: CURRENT AA RATES MUST BE CONSIDERED.



**TYPICAL OPEN STORM WATER CHANNEL**  
**NOTE CHANNEL SIZES WILL VARY ON SITE.**





**SUMMARY PAGE**

**TENDER/BID  
FOR  
MAINTENANCE, REPAIRS AND LEVELLING OF TARRED ROADS, POTHOLES, GRAVEL  
ROADS AND PAVED AREAS USED AS ROADS  
AND  
REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM WATER CHANNELS  
  
FOR  
24MONTHS  
  
IN  
GAUTENG PROVINCE  
  
FOR  
THE NATIONAL DEPARTMENT OF PUBLIC WORKS  
  
WITHIN  
THE JOHANNESBURG REGIONAL OFFICE JURISDICTION**

**SUMMARY**

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form which must be returned together with this document.

1.	Amount for Schedule 1	R _____
2.	Amount for Schedule 2	R _____
3.	Amount for Schedule 3	R _____
4.	Amount for Schedule 4 Schedule 1	R _____
	Sub-total	R _____
	Add: Value-added Tax (VAT)	R _____
	Total carried forward to BID Form	R _____

**TENDERER'S SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

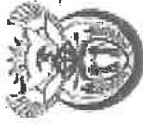
**PRICED SPECIFICATION:**

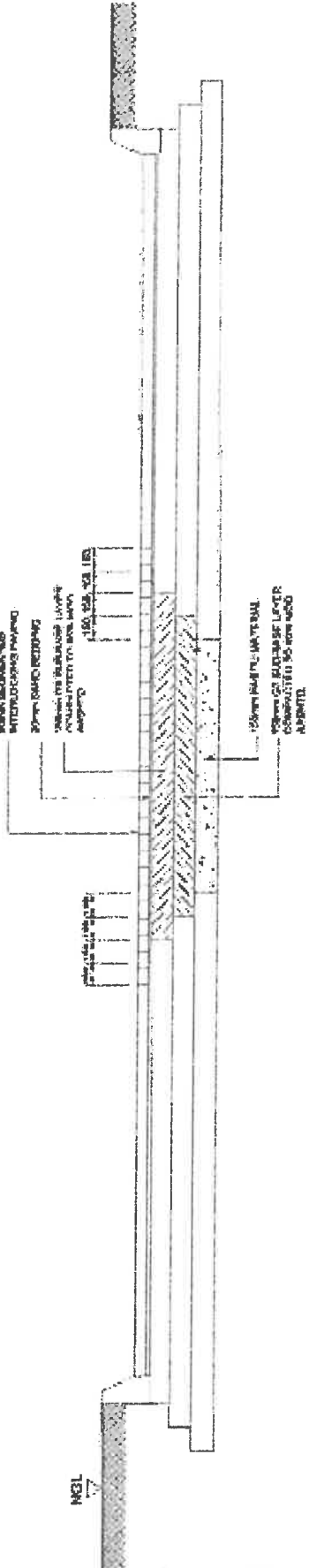
A priced specification must be submitted with the tender documents.

JOHANNESBURG REGIONAL OFFICE JURISDICTION

- ZONE 1 40 KM RETURN
- ZONE 2 80 KM RETURN
- ZONE 3 120 KM RETURN
- ZONE 4 160 KM RETURN

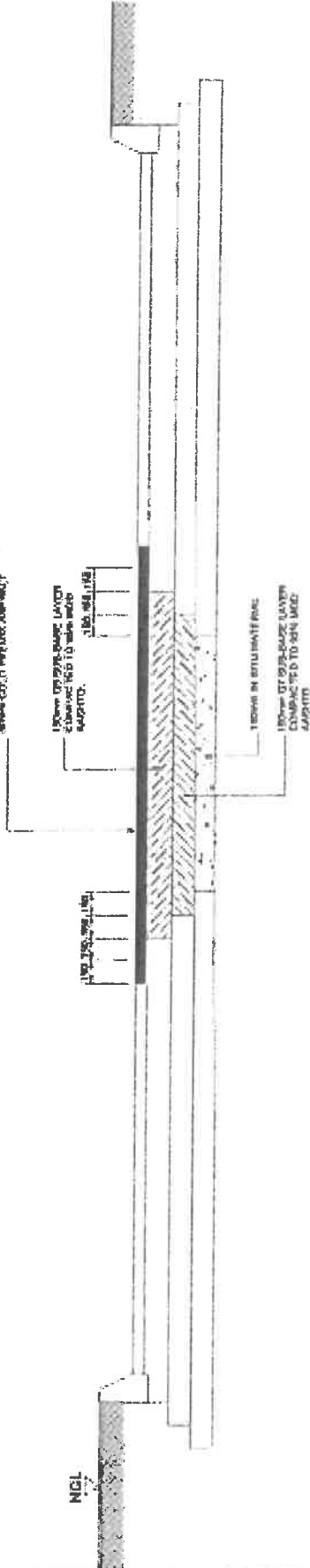


	Department of Public Works and Engineering Government of Western Australia
Project Name: _____ Project No: _____ Date: _____	Design: _____ Drawn: _____ Checked: _____ Approved: _____
Scale: _____ Drawing No: _____	Revision: _____ Description: _____



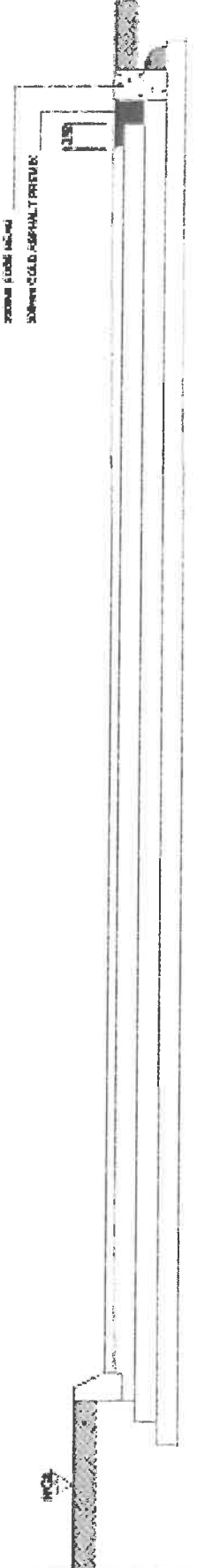
**REPAIR TO PAVEMENT INTERLOCKING BLOCK**

SCALE 1:20



**REPAIR TO PAVEMENT ASPHALT POTHLES**

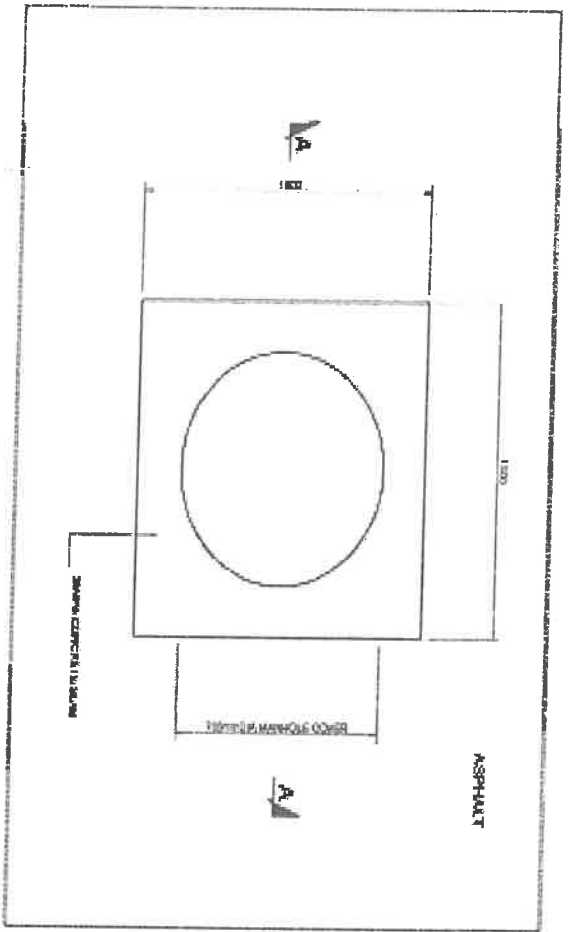
SCALE 1:20



**REPAIR TO PAVEMENT ASPHALT EDGE**

SCALE 1:20

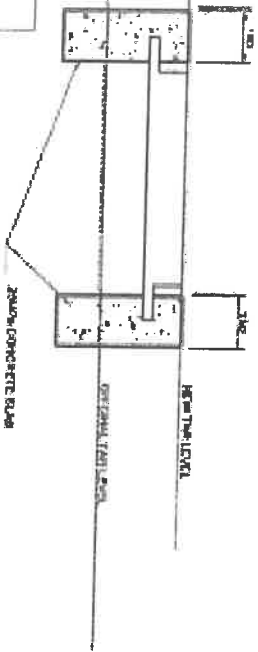




MANHOLE PLAN

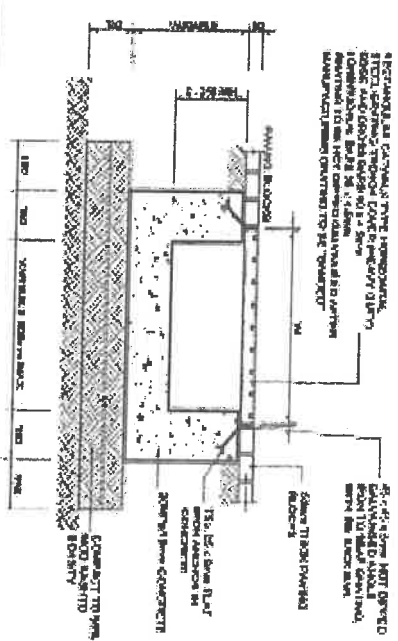
- NOTES:**
1. This detail should be provided for all manholes installed in asphalt.
  2. This detail should be provided for all manholes installed in concrete.
  3. This detail should be provided for all manholes installed in concrete.
  4. This detail should be provided for all manholes installed in concrete.

SECTION A-A



TYPICAL MANHOLE EXTENSION DETAIL


SCALE: 1/4" = 1'-0"

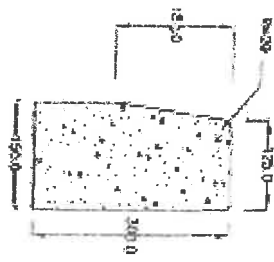


- NOTES:**
1. Concrete used in this detail should be provided with a minimum compressive strength of 4000 psi.
  2. This detail should be provided for all manholes installed in asphalt.

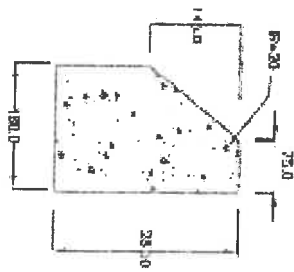
STORMWATER DUCT FOR ROADWAYS AND WALKWAYS

SCALE: 1/4" = 1'-0"

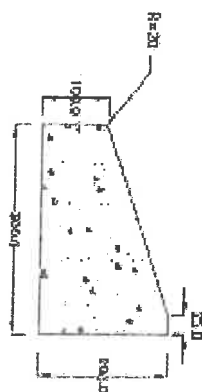
	
<p>Professional Engineer          State of California          License No. 12345          Exp. 12/31/2024</p>	
<p>City of Los Angeles          Department of Public Works          Engineering Division</p>	
<p>Project No. 12345          Drawing No. 12345-1</p>	
<p>Scale: 1/4" = 1'-0"</p>	
<p>Date: 12/31/2024</p>	
<p>Drawn by: J. Smith          Checked by: M. Jones</p>	



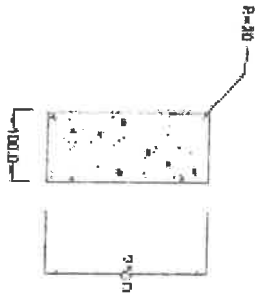
REKTANGULAR KERF SAMS (FIG. 3)  
CAN ALSO BE USED AS  
MOUNTABLE KERFS



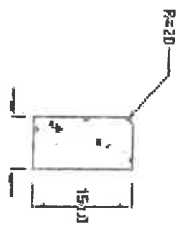
SEMILUCRITABLE KERF SAMS  
(FIG. 7) FOR USE IN BUILDING ONLY



MOUNTABLE KERF SAMS (FIG. 8) FOR USE IN  
INDUSTRIAL ONLY



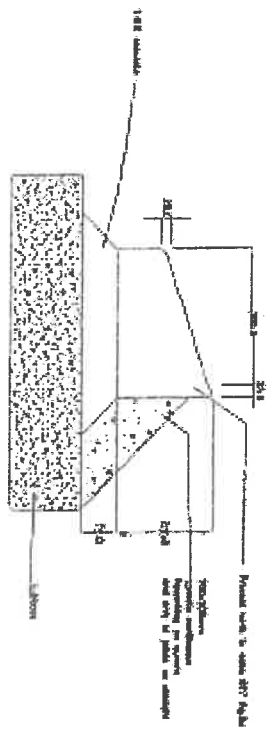
REKTANGULAR KERF SAMS (FIG. 10)  
FOR HIGH SPEED KERING IN LOW COST  
ENVIRONMENT



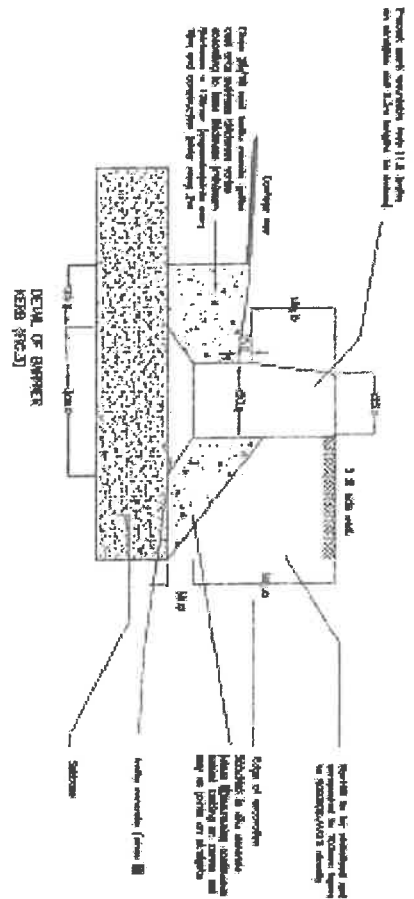
REKTANGULAR KERF SAMS  
(FIG. 11) FOR  
RESEARCHERS FOR PAVING  
BLOCKS

NO. 100	DATE	10/10/2023
<p>Copyright © 2023 by Industri 4.0</p>		
<p>Industri 4.0 Jl. Raya Industri 4.0 No. 100, Bandung Telp. 022-2511111</p>		
<p>Industri 4.0 Jl. Raya Industri 4.0 No. 100, Bandung Telp. 022-2511111</p>		
<p>Industri 4.0 Jl. Raya Industri 4.0 No. 100, Bandung Telp. 022-2511111</p>		
<p>Industri 4.0 Jl. Raya Industri 4.0 No. 100, Bandung Telp. 022-2511111</p>		

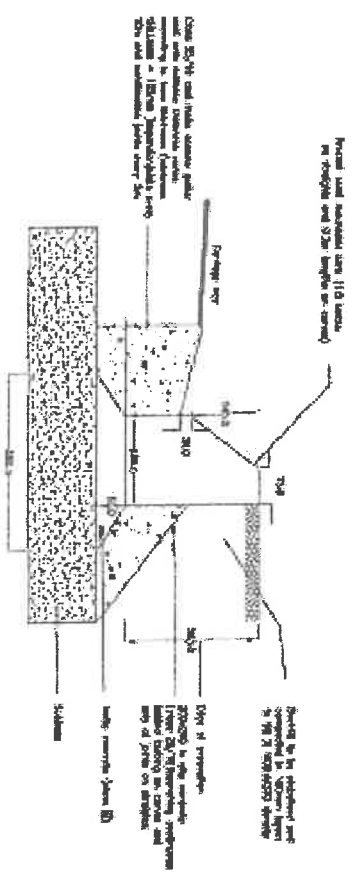




PEDESTAL MOUNTING FLANGE (FOR 1.88 DIA. SH.)



PEDESTAL MOUNTING FLANGE (FOR 1.88 DIA. SH.)



PEDESTAL MOUNTING FLANGE (FOR 1.88 DIA. SH.)

NO.	DATE	REVISIONS	DATE

DRAWING TITLE: **PEDESTAL MOUNTING FLANGE (FOR 1.88 DIA. SH.)**  
 PROJECT:   
 DRAWN BY:   
 CHECKED BY:   
 DATE:

UPRM PROGRAMS & SERVICES  
 UNIVERSITY OF PUERTO RICO  
 RIVERSIDE CAMPUS  
 SAN JUAN, P.R. 00925



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

## ANNEXURE A UNDERTAKING OF OWNERS/LEASE AGREEMENT FOR LDV'S

<b>Project title</b>	<b>MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLE,GRAVEL ROADS AND PAVED AREA USED AS ROADS.REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURISDICTION .</b>
<b>Tender number</b>	<b>23/20</b>
<b>Advert date</b>	<b>21/07/2023</b>
<b>Closing date</b>	<b>10/08/2023</b>
<b>Site briefing date</b>	<b>02/08/2023</b>

I (We) \_\_\_\_\_ from the  
Company \_\_\_\_\_

**Hereby undertaking:**

To provide ownership/lease agreement of the following

- 3 LDV'S or more

Failure to sign the undertaking will deem the bid non-responsive.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

## ANNEXURE: B

### DECLARATION FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

<b>Project title</b>	<b><i>MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREA USED AS ROADS.REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.</i></b>
----------------------	--

Tender no: **JHB.23/20**

Date advertised: **21/07/2023**

Closing date: **10/08/2023**

Site briefing: **02/08/2023**

I \_\_\_\_\_ representing the  
Company \_\_\_\_\_

Hereby declare that should my Bid be successful, the company will absorb 2 (minimum) of participants to comply with the EPWP requirements.

Should the Bidder not sign this declaration, the Bid will be deemed non-responsive.

Name of the person: \_\_\_\_\_

Signature of representative: \_\_\_\_\_

DATE: \_\_\_\_\_



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**(ANNEXURE C)  
UNDERTAKING  
FOR PUBLIC LIABILITY INSURANCE**

<b>Project title</b>	<i>MAINTENANCE ,REPAIRS AND LEVELLING OF TARRED ROADS,POTHOLES,GRAVEL ROADS AND PAVED AREA USED AS ROADS.REPAIRS AND CLEANING OF EXPOSED OPEN CONCRETE AND BRICK STORM WATER CHANNELS FOR 24 MONTHS WITHIN JOHANNESBURG REGIONAL OFFICE JURIDISCTION.</i>
<b>Tender number</b>	
<b>Advert date</b>	<b>21/07/2023</b>
<b>Closing date</b>	<b>10/08/2023</b>
<b>Site briefing date</b>	<b>02/08/2023</b>

I \_\_\_\_\_ from the Company

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

Date : \_\_\_\_\_