



TENDER NO:

SCMU10-26/27-0003

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS

VOLUME 3

**TENDER CLOSING:
Friday, 19 JUNE 2026 AT 11H00**

Department of Transport

32 Cowan Close

Stellenbosch Park Building

Schornville

Qonce

5601

Company Name of Tenderer:

.....

.....

CRS NO.....

CSD NO



PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO.
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 CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED
 THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS**

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Province of the Eastern Cape
Department of Transport
Directorate: Transport Infrastructure – In-House
Roads Construction Unit

Appointment of a Panel of Service Providers for the
Construction of Ancilliary Works on Roads
Implemented through In-House Construction Teams
for a Period of 36 Months
SCMU10-25/26-0003

APPENDICES

- APPENDIX A EPWP FORMS (To be filled in monthly)**
- APPENDIX B CONTRACTOR MONTHLY REPORTING FORMS**
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<p>THE TENDER PART 1 (OF 2): TENDERING PROCEDURES</p>

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0003

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS

T1.1: TENDER NOTICE AND INVITATION TO TENDER

A. TENDER INVITATION:

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced Civil Engineering contractors with a CIDB Contractor grading designation of **4 CE** or higher for appointment to a **PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS**, on an ad hoc basis (as and when required).

The quantum of work on *ancillary activities* has not been quantified and will be determined once the appointments have been made and project specific Work Packages / Work Assignments identified.

The Framework Agreement is envisaged for Works on In-House Construction projects that are executed in the Eastern Cape Province.

Tender documents will be available as of **12h00** on **Friday, 22nd May 2026**. Documents must be downloaded on www.ectransport.gov.za or www.etenderportal.gov.za.

In order to be considered for appointment to the panel in terms of this Tender, the tenderer must be able to demonstrate the completion of at least **(2)** similar project(s) to a minimum value of **R 2.5 million** each in the past ten (10) years within the SADC (South African Development Community) region. Refer to **T1.2: TENDER DATA** of the document for the tender specific definition of a similar project(s).

In order to be considered for appointment to the panel in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the Contract the following key personnel who comply with the minimum requirements as referred to in **T1.2: TENDER DATA** of this Document:

- A suitably qualified and experienced **Construction Manager** who will be the single point accountable and responsible person for the full time management of the construction works on site, who:
 - Has a National Diploma (N/S) in Civil Engineering and has a minimum of five (5) years' experience in **roads construction** project(s).
- A suitably qualified full time **Construction Health and Safety Officer** with a minimum experience of three (3) years in **roads** construction to manage the contractor's health and safety obligations on road projects and who:
 - is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO).

The completed bid documents must be submitted on eTender Publication Portal (E-Submission) not later than 11H00 on **19 June 2026**.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

The Department reserves the right not to award any bidder in the Panel more than one Project / Works Package in a District in the Eastern Cape province.

B. BID EVALUATION

This bid will be evaluated in two (2) phases as follows:

Phase One: Compliance responsiveness to the bid rules and conditions

Phase Two: Eligibility Criteria (F2.1), failure to meet Eligibility Criteria will render the tender non-responsive.

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

- Maximum points on Price - **80 points**
- Specific Goals - **20 points**
- Maximum points - **100 points**

The points for Specific Goals will be distributed as per the table below.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	08	
Women ownership	05	
Youth Ownership	02	
Locality (Eastern Cape Province)	05	

Historically Disadvantaged Individual (HDI): Black Ownership

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections.

Central Supplier Database (CSD) report will be used to calculate % ownership.

Proof of the location of will be taken as the Preferred Address indicated on the Tenderers CSD Report and is to be indicated in **Form C in the Returnable Schedules. Preferred address on CSD will be used for Locality points.** In case of Joint Venture, Locality Points will be divided or split among Joint Venture partners according to preferred offices on CSD.

It is the onus of the bidder to provide proof of ownership equity status.

D. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, Eligibility and other bid conditions and rules are detailed in the bid document.

Note: Tender Validity Period is **90 days**.

E. TENDER SUBMISSIONS:

The completed Volume 3 of the tender document as well as any supporting documentation clearly marked “**TENDER NO: SCMU10-26/27-0003: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS**” must be submitted on E-Tender Publication Portal (E-Submission) not later than **11H00** on **19 June 2026**.

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

SCM RELATED ENQUIRIES - Email is the preferred first contact option.

Ms. T. Mafani – Cell No.: 072 690 1534 – Email.: thandi.mafani@ectransport.gov.za

TECHNICAL ENQUIRIES - Email is the preferred first contact option.

Mr. P. Ngqola – Cell No, 066 381 7987 – Email.: phakamisa.ngqola@ectransport.gov.za

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

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

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 DEPARTMENT OF TRANSPORT
 TENDER NO.
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T1.2: TENDER DATA

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

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

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

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

3	F.1.4	<p>The Employer's agent is Mr Mvuyisi Goxa Name: Department of Transport Address: In-House Construction 32 Cowan Close Stellenbosch Park, Schornville Qonce Tel: 064 880 1945</p>
4	F.1.5.1	<p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of an Agreement. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.</p> <p>The Employer further reserves the right not to award Contracts to any Contractor based on a risk assessment of the current workload or past performance of that Contractor.</p>
5	F.2.1	<p>Eligibility: The following tenderers who are registered with the CIDB in grading designation Grade 4 CE and higher are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tender for a class of construction work, or 2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> a) every member of the joint venture is registered with the CIDB and in CE class of work. b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation Grade 4 CE c) a signed Joint Venture Agreement must be attached with the tender. <p>Note: For Joint Ventures, the office address in the Joint Venture Agreement shall be used for Locality Points.</p> <p>Company Experience in Roads Contract Management:</p> <p>Tenderer must have completed at least two (2) <u>similar projects</u> to the value of at least R 2.5 million each and higher in the last 10 years.</p> <p>A similar project shall be the Ancillary Road Works as defined in Chapter 11 of Standard Specifications for Road and Bridge Works for South African Road Authorities, Draft Standard (DS) – October 2020, activities such as stormwater drainage structures, gabions, stone pitching, guardrails, fencing, side drains etc.), which may be a project where any of the activities was constructed or a combination of them within a project, and if it is one of the major or key activities in a project, the Completion Certificate or attachment thereto, must clearly stipulate the value of such activities within the project.</p> <p>Such a project(s) shall be located within the SADC (South African Development Community) region.</p> <p>A completed returnable Schedule D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER to be provided. To demonstrate completion of a similar project(s) as defined in this clause, submit for each project listed a completed returnable Schedule D (A): SIMILAR PROJECT COMPLETED VERIFICATION FORM (respondent's stamp is critical).</p> <p>Furthermore, submit for each project listed a COMPLETION CERTIFICATE.</p>

		<p>Details of bridge projects & supporting information must be entered in Form D of the Returnable Schedules. Copies of Completion Certificates, appointment letters and reference letter from the client must be attached, in order to qualify for this tender.</p> <p><u>Failure to comply with the requirements or to complete Form D (A) will render the tender non-responsive.</u></p> <p>Key Personnel:</p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the following minimum requirements:</p> <p>1. A suitably qualified and experienced Construction Manager (GCC 2015 term for Site Agent) who will be the single point accountable and responsible person for the full-time management of the construction works on site, who:</p> <ul style="list-style-type: none"> i) Has a minimum National Diploma qualification in Civil Engineering (N/S stream), obtained from a University of TVET college. <p>AND</p> <ul style="list-style-type: none"> ii) has a minimum of five (5) years' experience in roads construction environment, <u>CV will be used to verify experience.</u> <p>2. A suitably qualified and experienced full time Construction Health and Safety Officer(s) to manage the Contractor's health and safety obligations on site who:</p> <ul style="list-style-type: none"> i) is registered and has a valid registration certificate with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO); <p>AND</p> <ul style="list-style-type: none"> ii) has a minimum of three (3) years' experience as a Construction Health and Safety Officer on road projects <p>A completed returnable Schedule H: TENDERER'S KEY PERSONNEL to be provided. Attach to each schedule proof of indicated professional registration with the specified professional body.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the Award of the Tender, the then Contractor shall within a period of fourteen (14) working days replace the key personnel listed in returnable Schedules E with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld if compliant in terms of the requirements of this clause.</p> <p><u>Failure to comply with the requirements of this clause and applicable returnable schedule will render the tender non-responsive.</u></p>
6	F.2.7	<p>Clarification meeting:</p> <p>There will be No clarification meeting.</p>
7	F.2.12	No alternative offers will be considered
8	F.2.13.1	<p>Tenderers may only offer to provide services or supplies identified in the Agreement data to complete the Whole Works.</p> <p>Tenderers are required to submit only Volume 3 of the Tender Documents which must include the Returnable Documents. Only original documents must be hand delivered to the tender box.</p>

9	F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original. Tenderers shall <u>not</u> take this Tender Document apart. Additional documentation shall be submitted in a separate, properly bound document.	
10	F.2.13.5	The Employer’s address for delivery of tender offers and identification details is as per the Notice and Invitation to Tender T1.1.	
11	F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.	
12	F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.	
13	F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers <u>will not</u> be accepted	
14	F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.	
15	F.2.19	Access shall be provided for the following inspections, tests, and analysis: Borrow pit testing and any verification of geotechnical data.	
16	F.3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Notice and Invitation to Tender T1.1	
18	F.3.9.1	Add a new bullet: “In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested – (a) to justify any specific rate or rates, i.e., to give a financial breakdown of how such rate or rates were obtained, (b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice acceptance of his Tender.”	
19	F.3.11	The procedure for the evaluation of responsive tenders is Method 2 .	
		Maximum number of tender evaluation points	
		Price Component	80
		Preferential Component (Specific Goals)	20
		Total evaluation points	100

Calculation of Points for Price (Ps)

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

Preferential Component (Max =20 points) N_{EP}

Specific Goals

80/20

(MAX = 20 points)

90/10

(MAX = 10 points)

Tenders will be evaluated in terms of that specified in the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy.

The following preference point systems are applicable to all bids:

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

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

- The 80/20 preference point system will be applicable to this bid.

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

Maximum points on price	-	80 points
Maximum points for specific goals	-	20 points
Maximum points	-	100 points

The points for specific goals will be distributed as per the table below.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	08	% ownership as per CIPC / CSD
Women ownership	05	% ownership as per CIPC / CSD
Youth ownership	02	% ownership as per CIPC / CSD
Locality (EC Province)	05	Preferred address on CSD

Calculation of Total Points scored

Total Score = P_s + N_{EP}

Tenders will be awarded on a Rates Only basis. A basket of quantities has been predetermined and assigned to the items in the Bill of Quantities to determine an individual tender sum for evaluation purposes. Once the evaluation is complete and the preferred bidders have been identified, the award will be for rates only. The tender sum calculated from the basket of quantities will be used for evaluation purposes only. The awarded rates will be the rates at which the work will be carried out at the duration of the appointment subject to a negotiation, if necessary, as well as Contract price adjustment as per the Contract Data.

NB: The Preferential Points and Specific Goals will not be applicable, as this is a Framework Contract.

20	F.3.13.1	<p>Tender offers will only be acceptable if:</p> <p>a) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's Tax status must be compliant.</p> <p><i>“Bidders must note that in addition to being tax compliant at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department/Public Entity from issuing orders when goods/services are required. In such instances, the Department/Public Entity reserves the right to procure outside of the contract. Furthermore, if the Department/Public Entity is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable”.</i></p> <p>b) the tenderer must be registered with the Construction Industry Development Board (CIDB) in an appropriate 4 CE contractor grading designation or higher (All parties to submit this information in the case of a Joint Venture).</p> <p>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>d) the tenderer has not abused the Employer's Supply Chain Management System.</p> <p>e) the tenderer has not failed to perform on any previous Contract with the Employer.</p> <p>f) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable.</p> <p>g) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory).</p> <p>h) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture).</p> <p>i) completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD7.2)</p> <p>j) all relevant certified information is submitted with the Tender.</p>
21	F4	<p>k) all other Tender Conditions are complied with.</p> <p>l) The tenderers comply with Eligibility criteria as per F2.1 in the Tender Data, failure to meet the Eligibility Criteria will render the bid non-responsive.</p> <p>Note: Requirements applicable at time of being considered for award of specific Works assignments:</p> <p>m) The Framework contractor will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award of any <i>ad hoc</i> Work assignments.</p> <p>ADDITIONAL TENDER / FRAMEWORK CONDITIONS</p> <p>i) The project specific Request for Quotes (RFQ) shall be prepared and sent to the tenderers that will be appointed in this panel when the need arise in any of the projects.</p> <p>ii) The RFQ's will provide an accurate Scope of Works with real quantities which will allow for more accurate pricing.</p> <p>iii) Contractors that have been successfully appointed to this Panel will only be evaluated on Price and Specific goals, and be allocated a Work Package.</p> <p>iv) Appointment to the Panel of Contractors under this Tender does not guarantee that all Contractors in the Panel shall be awarded Work Packages, as they must still participate in a competitive process of bidding through Request for Quotes (RFQs) that will be prepared and evaluated by the Client, where a highest scoring bidder in terms of PPPFA shall be awarded.</p>

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OF 36 MONTHS**

<p>THE TENDER PART 2 (OF 2): RETURNABLE DOCUMENTS</p>

T2.1 List of Returnable Documents

T2.2 Returnable Documents

Note to Tenderer:

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

T2.1 List of Returnable Documents

1. Forms to be completed

FORM	DESCRIPTION
SBD 1	INVITATION TO BID
A.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
B	INDICATION OF PROJECTS TO BE TENDERING ON & PROOF OF LOCALITY OF OFFICE
D.	SCHEDULE OF SIMILAR WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
D(A)	SIMILAR PROJECT COMPLETED VERIFICATION FORM (one verification form required for each listed project)
E.	SCHEDULE OF CONSTRUCTION PLANT
F.	NOTICES TO TENDERERS
G	JOINT VENTURE DISCLOSURE FORM
H	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
I	BANKING AND AUDITOR DETAILS
J	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014
K	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
L	CENTRAL SUPPLIER DATABASE CONFIRMATION (CSD)
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
SBD 4	BIDDER'S DISCLOSURE
SBD 5	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAM
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
SBD 7.2	CONTRACT FORM – RENDERING OF SERVICES

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

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

2. Other documents that will be incorporated into the Contract.

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

T2.2 RETURNABLE DOCUMENTS

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

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

DATE:

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

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

An example is given below:

“By resolution of the board of directors passed at a meeting held on

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

to sign all documents in connection with **TENDER NO SCMU10-26/27-0003** and any Contract that may arise therefrom on behalf of

(Name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.”

B: INDICATION OF PROOF OF OFFICE IN THE EASTERN CAPE

The Tenderer must attach proof of head office or satellite office/depot in the Eastern Cape / Outside Eastern Cape. NB: CSD will be used as confirmation – Preferred address on CSD shall be used to confirm the Locality.

Contract Description	Tendering for:	Office in the Eastern Cape or Outside the Eastern Cape	Proof of Office
<p>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS</p>	<p>Y <input type="checkbox"/> / N <input type="checkbox"/></p>	<p>Eastern Cape <input type="checkbox"/> Outside Eastern Cape <input type="checkbox"/></p>	<p>Y <input type="checkbox"/> / N <input type="checkbox"/></p>

Proof of Address will be taken as the “Preferred Address” as indicated on the Tenderers CSD Report for Locality.

SIGNED ON BEHALF OF THE TENDERER:

FORM D (A): SIMILAR PROJECTS COMPLETED VERIFICATION FORM (One verification form required for each project)

SIMILAR PROJECTS COMPLETED VERIFICATION FORM (QUESTIONNAIRE)

FOR TENDER NO. SCMU10-26/27-0003

SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

NAME OF TENDERER:

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER

PAGE 1 OF 2

(Note: Verification by Consulting Engineer or Employer in terms of the contract for the indicated similar project)

CONTRACT NUMBER:

CONTRACT NAME:

EMPLOYER :

CONTRACTOR :

CONSULTING ENGINEER:

VALUE OF WORKS AT COMPLETION (INCL. VAT): R.....

MONTH/YEAR COMPLETED:

In terms of this Tender a similar project is defined as:

The Ancillary Road Works completed in the past seven (10) years to the value of at least R 2.5 million, located within the SADC (South African Development Community) region, which included as a minimum the following:

- At least two (2) project(s) should demonstrate the Completed Ancillary Works activities.

1. **Was a certificate of completion, in terms of the condition of contract, issued to the contractor?**

YES	NO
-----	----

 (TICK APPLICABLE BOX)

If **NO**, please state reasons:

.....
.....
.....

CONTINUE TO NEXT PAGE

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER
OR EMPLOYER**

PAGE 1 OF 2

2. Was the project located within the SADC (South African Development Community) region?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

3. Was the value of each of the Works, completed by the Tenderer (then Contractor) more or equal (≥) to R 2.5 million (incl. VAT)

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If NO, please write value below

R

4. Did the project include the following works and was the Tenderer (then Contractor) involved with said works?

4.1 Reinforced concrete works

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.2 Targeted subcontractor management / development

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

Details of respondent:

Verification information supplied by:

(state name & surname):

Designation on Project:

Company:

Signature: Date:

Contact Details:

Tel No.:

Email:

Company Stamp:

(Please return both pages to Tenderer for submission with his Tender)

F: NOTICES TO TENDERERS

In submitting my/our tender, the tender rates and tender sum given in my/our tender has taken into account the following Notice(s) to Tenderers.

Signed copies of all Notices to Tenderers are to be attached to this page.

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

NOTICE NO.	SUBJECT MATTER OF NOTICE

SIGNED ON BEHALF OF THE TENDERER:

G: JOINT VENTURE DISCLOSURE FORM

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

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

SIGNED ON BEHALF OF THE TENDERER:

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

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

POSITION	NAME & QUALIFICATIONS	ROADS RELATED EXPERIENCE (YRS)	
Construction Manager			
POSITION	NAME	Registration No. with SACPCMP as CHSO	No. of years worked on roads construction /maintenance contracts.
Safety Officer 1 – Pr. CHSO or Pr CHSA or Pr CHSM minimum 3 years’ experience in roads construction /maintenance			

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

SIGNED ON BEHALF OF THE TENDERER:

I: BANKING AND AUDITOR DETAILS

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

Bank Details - Bank Name:

Address:

Account Number:.....

Contact Person:

Tel No.:

Fax No.:

Auditor Details - Firm Name:

Address:

Account Number:.....

Contact Person:

Tel No.:

Fax No.:

SIGNED ON BEHALF OF THE TENDERER:

J: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS - 2014

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

Definition of a Competent Person:

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

Tenderers shall answer the questions below:

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Signature :..... : Name :

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

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

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

.....

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

.....
.....
.....

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

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

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

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

Signature: Name:

ID No.:

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

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

In the case of Joint Ventures, proof must be provided for **each partner** and the calculated equivalent CIDB grade indicated below for **4 CE** class of works.

SIGNED ON BEHALF OF THE TENDERER:

L: CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

Supplier Name:

Supplier's CSD No.:

SIGNED ON BEHALF OF THE TENDERER:

FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service with the state

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

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

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

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

*Insert separate page if necessary

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

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

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

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

*Insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

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

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*Insert separate page if necessary

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

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

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

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

*Insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

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

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

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

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

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD4:

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

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

3. "State" means –

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

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

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

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

6. DECLARATION

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

J5475wc

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value 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 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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 (even in the case of a tender for income-generating contracts) shall be awarded for:
Price; and
Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	08	% ownership as per CIPC / CSD
Women ownership	05	% ownership as per CIPC / CSD
Youth Ownership	02	% ownership as per CIPC / CSD
Locality (Eastern Cape)	05	Preferred address on CSD

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited

- Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number SCMU10-26/27-0003 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Proof of tax compliance status.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
 - Bidder’s Disclosure form.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
 accept your bid under reference number SCMU10-26/27-0003 dated.....for the rendering of
 services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the
 contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS				

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO.
SCMU10-26/27-0003**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY
WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD
OF 36 MONTHS**

<p>CONTRACT PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA</p>

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Security (Pro forma)**

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO.
SCMU10-26/27-0003**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS
C1.1: FORM OF OFFER AND ACCEPTANCE**

1. OFFER

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

SCMU10-26/27-0003

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

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

The offered total of the prices inclusive of Value-Added Tax is

NOT APPLICABLE

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance (for comparative purposes only and not award value) and returning one copy of this Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the contractor in terms of the Conditions of Contract identified in the Contract Data. The award amount will be based on the individual works assignment / work packages values.

<u>OFFER SIGNATURE BLOCK</u>	
Signature(s)	.....
Name(s)	.....
Capacity	.....
for the Tenderer	.....
	(Name and address of organization)



AS WITNESSES

Witness 1

Signature

Date

Name

Witness 2

Signature

Date

Name

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the Tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due for respective ad hoc work assignments /work packages in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the Contract are contained in:

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

Part C2: Pricing data

Part C3: Scope of Work

Part C4: Site Information

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

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

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

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

ACCEPTANCE SIGNATURE BLOCK

**SCMU10-26/27-0003: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE
CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE
CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS**

Signature(s)

Name(s)

Capacity

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

Name of witness

Signature
of witness

Date

SCHEDULE OF DEVIATIONS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS

Notes:

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

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

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details

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

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

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0003

C1.2: CONTRACT DATA (PART 1)

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF 36 MONTHS

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

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

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

		<p>terms of Clause 6.8.4</p> <ul style="list-style-type: none"> • The giving of a ruling on a Contractor’s claim in terms of Clause 10.1.5 • The agreeing of the adjustment of the sums for general items in terms of Clause 6.11
14	3.2.4	Delete the last sentence of the Clause
15	3.3.6	<p>Add the following: “The time limit for referring the matter to the Employers Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employers Agent’s Representative”.</p>
16	4.3.1.2	<p>Add the following new sub-clause</p> <p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 to the Act : <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer’s Health and Safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor’s Health and Safety Plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”
17	4.3.3	Add the following new sub-clause:

		“4.3.3 The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Works assignment.”
18	4.9.2	Add the following as 4.9.2 “In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.”
19	4.9.3	Add the following as 4.9.3 “When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 4.9.1 and 4.9.2 in respect of constructional plant brought to the site by the subcontract.”
20	5.3.1	Works assignments will be allocated to the Contractor as and when required. The duration of each assignment will be formulated prior to award of each assignment. The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The documentation required before commencement with Works Assignment are: An approved, Works Assignment specific Health and Safety Plan (Refer Clause 4.3) Works Assignment Construction programme (Refer Clause 5.6) Security/Performance Guarantee for the Works Assignment (Refer Clause 6.2) Insurances (Refer Clause 8.6) for the Works Assignment Signed agreement in terms of Section 37.2 of the OHS Act, 1993 Proof of registration on the Central Suppliers Database with “ Tax Compliant ” status A valid Letter of Good Standing from the Compensation Commissioner or FEMA
21	5.3.2	The time to submit the documentation required before commencement with Works Assignment is within 14 days of being Awarded a Works Assignment
22	5.8.1	The special non-working days are statutory public holidays, Saturdays, Sundays and the year-end break, as determined by SAFCEC. These days will be included for time calculations. Due to the contract being a maintenance contract, the contractor shall provide a full service during all special non-working days.
23	5.8.2	Add the following to Clause 5.8.2: “The cost of supervision by the Employers Agent or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 42391 of 12 April 2019 shall be to the Contractor’s account.”
24	5.11.1	<i>In the third line, after the word “progress”, insert “or alter the order”.</i>
25	5.12.1	Delete the contents of the Clause and replace with the following: “There will be no extension of time unless agreed to by all parties in writing.”
26	5.12.2.2	Add to Clause 5.12.2.2: “The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 2 working days per month for the months of May to October

		<ul style="list-style-type: none"> • 3 working days per month for the months of November to April <p>It should be noted that due to the Contract being a fixed term contract, there will be no extension of time awarded. The recording of abnormal climate conditions is for record purposes only.”</p>
27	5.13	<p>Add the following new sub-clauses:</p> <p>“5.13.3 The provisions of sub-clause 5.13.1 shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.</p> <p>If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 5.13.1 to 5.13.4 shall be deducted on a monthly basis from the Payment Certificates and will be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Sub-clauses 5.13.1 to 5.13.4 shall not limit the Employer’s Agent nor Employer’s right to act in terms of Sub-clause 9.2.</p> <p>5.13.6 The Contractor should notice that the following fines apply for non-conformance with the Project Specifications:</p> <ul style="list-style-type: none"> • As per Clause C3.3.2.2 for Establishment and Late Completion • As per Clause B1502 (j) for Accommodation of Traffic. • As per Clause B13011 for Occupational Health and Safety nonconformities. • As per Clause B12016 for Environmental nonconformities • As per clause C3.3.2.3 for utilization of ME’s • As per clause C3.3.2.4 for utilization of Local Labour
28	5.14.5.5	<p>Delete Clause 5.14.5.5 and replace with:</p> <p>“Insurance of the works shall continue until the certificate of completion for the Works assignment under consideration is completed.”</p>
29	5.16.3	<p>The Latent Defects Liability Period is 10 years measured from the date of the Certificate of Completion.</p>
30	6.2.1	<p>Delete Clause 6.2.1 and replace with:</p> <p>“A Performance Guarantee is required prior to commencement of any Works ONLY for assignments exceeding R 10m awarded from this Framework Appointment, unless specifically requested by the Employer.”</p>
31	6.3.1	<p><i>In the fifth line, after the word “shall”, insert “with the approval of the Employer”.</i></p>
32	6.3.4	<p>Add the following new sub-clause 6.3.4:</p> <p>“The quantities indicated in the Schedule of Quantities are fictitious and only included to obtain a competitive price. The actual scope of works and quantities will be determined on an “ad-hoc” basis for each works assignment. No claims regarding the deviations of quantities indicated in the Schedule of Quantities will be entertained.”</p>
33	6.5.1.2.3	<p>The percentage allowances to cover all overhead charges are limited to a maximum of 20% of each works assignment (excluding VAT).</p>
34	6.6.1.2	<p>After all references to the word “sums”, insert “excluding VAT”</p>
35	6.8.1	<p>Add the following:</p> <p>“The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities.</p> <p>In the event that rates are required for items not included in the Schedule of Quantities, rates</p>

		<p>may be requested from the Contractor and approved if they are in line with “market related prices”.</p> <p>Materials contained in the payment items included in the Schedule of Quantities, labelled with the prefix “ECB” must be procured within the boundaries of the Eastern Cape”</p>
36	6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of “x” is 0.10.</p> <p>The values of the coefficients are:</p> <p>a = [0.40] (labour)</p> <p>b = [0.25] (contractor’s equipment)</p> <p>c = [0.15] (material)</p> <p>d = [0.2] (fuel)</p> <p>The base month and year are the month prior to the month in which tenders close.</p>
37	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
38	6.10.1.9	<p>Add the following new clause:</p> <p>“The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix C, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided.</p>
39	6.10.2	<p>Add the following:</p> <p>“Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma”</p>
40	6.10.3	The percentage retention on the amounts due to the Contractor is 10% to the maximum of 5% of the Contract Price (excluding VAT) per works assignment and 50% is to be released at the completion which will be deemed to be the end of the 36-month framework period and the further 50% at the end of the six-month defects liability period.
41	6.11.1.3	<p><i>Delete the words “15 percent and replace with “30 percent”.</i></p> <p>Note “Contract Sum” pertains to the Works Assignment awarded and is not based on the fictitious quantities contained in this original Framework tender for <i>ad hoc</i> maintenance.</p>
42	7.2.1	<p>Add the following at the end of the paragraph:</p> <p>“subject to approval of the Employers Agent”.</p>
43	7.8.2.2	<p>In subsubclause 7.8.2.2 add the following:</p> <p>“, subject to such work being done on a written instruction by the Employer’s Agent.”</p>
44	8.2.2.3	<p>Add the following to the end of Clause 8.2.2.3</p> <p>“risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering, and it is stipulated in the Contract that the Contractor is to effect insurance against these risks”.</p>
45	8.3	<p>Add the following :</p> <p>“COVID19 is not considered an Excepted risk and allowances must be made by the Contractor in his Tender.”</p>
45	8.6	<p>Delete Clause 8.6 and replace it with:</p> <p>(1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works assignment effect and maintain the following insurances covering the respective interests of the Contractor and the Employer:</p> <p>(a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than</p>

		<p>causes set out in Clause 8.3.1)</p> <ul style="list-style-type: none"> (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of <ul style="list-style-type: none"> (aa) the Value of the works set out, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. <p>(b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.</p> <p>(c) Public Liability insurance from the Commencement Date for the Works assignment to the date of the Certificate of Completion (applicable to a specific awarded Works assignment) or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 2 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:</p> <p>Provided that</p> <ul style="list-style-type: none"> (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1 (Excepted Risks), and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. <p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are affected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance for a specific Works assignment.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p> <p>(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.</p>
46	9.2	<p><i>DELETE AND REPLACE WITH:</i></p> <p>"9.2 Termination by Employer:</p> <p>9.2.1 If:</p> <p>9.2.1.1 Application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or is placed under business rescue (whether by resolution or court order);</p>

		<p>9.2.1.2 The Contractor makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or if the Contractor assigns the Contract without having first obtained the Employer's written consent, or if execution is levied on his goods, then the Employer may (with specific reference to this Clause) terminate the Contract."</p> <p>9.2.2 If:</p> <p>9.2.2.1 After giving effect to Clause 3.2.2, the Employer's Agent certifies, in writing, to the Employer and to the Contractor, with specific reference to this Clause, that the Contractor;</p> <p>9.2.2.2 Has abandoned the Contract; or</p> <p>9.2.2.3 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation; or</p> <p>9.2.2.4 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works (other than in terms of Clause 5.11.1) for fourteen (14) consecutive days after receiving from the Employer's Agent written notice to proceed; or</p> <p>9.2.2.5 Has failed to proceed with the Works in accordance with the approved programme, or in the absence of an approved programme, in the Employer's agent's opinion; or</p> <p>9.2.2.6 Has failed to remove Plant or materials from Site, or to demolish and redo work, within fourteen (14) days after receiving from the Employer's Agent written notice that the said Plant, materials, or work have been condemned and rejected by the Employer's Agent in terms of these conditions; or</p> <p>9.2.2.7 Is not carrying out the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or</p> <p>9.2.2.8 Anyone, on his behalf has paid, offered, or offer as payment, to any person in the employ of the Employer or to the Employer's Agent, or any person in the employ of the Employer's Agent, a gratuity or reward or commission; or</p> <p>9.2.2.9 Has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract;</p> <p>then the Employer may, after giving fourteen (14) days written notice to the Contractor, (with specific reference to this Clause) to remedy the default, terminate the Contract."</p> <p>9.2.3 When the Contract is terminated, the Employer may order the Contractor to vacate the Site and hand it over to the Employer. The Employer may then enter the Site and the Works and expel the Contractor therefrom without thereby affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract. The Employer may complete the Works himself, or may employ another contractor to complete the Works, and the Employer, or such other contractor, may use for such completion as much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper. If, Clause 9.2.1.1 is not applicable, the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances, the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site based on a right of retention until amounts due to him have been paid and neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, the Contractor shall, upon demand, pay to the Employer the difference. This sum shall legally be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly;</p> <p>provided that, should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract</p>
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		<p>between the Contractor and the Employer.</p> <p>9.2.4 If the provisions of Clause 9.2.11 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator or business rescue practitioner, and the rights and obligations vested in, or binding on the Contractor, shall vest in or be binding on the estate under sequestration, liquidation, or business rescue.”</p>
47	9.2.1.3.6	<p>Add the following at the end of the paragraph:</p> <p>On completion of each works assignment, the Contractor will be evaluated by a panel consisting of the Director, Project Manager and Head of Supply Chain in the specific District. Should the work not have been conducted to a satisfactory standard (within time, budget and to the required specifications) the Department shall have the right to decide not to award any further Work assignments to the said contractor and remove said contractor from this Framework Appointment.</p>
48	10.5.2	<p>Disputes shall be referred to <i>ad hoc</i> Adjudication.</p>

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO.
 SCMU10-26/27-0003**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY
 WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD
 OF 36 MONTHS**

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description						
1	1.1.1.9	The Contractor is <i>[The Legal name of the Contractor].</i>						
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail: Address (Postal): Address (Physical):						
3	6.2.1	The security to be provided by the Contractor shall be: <table border="1" style="width: 100%;"> <tr> <td>Type of Security</td> </tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum for Works assignments awarded from this Framework Agreement and which exceeds R 10 million, which shall be released once the works package is complete.</td> </tr> </table>	Type of Security	Performance Guarantee of 5% of the Contract Sum for Works assignments awarded from this Framework Agreement and which exceeds R 10 million, which shall be released once the works package is complete.				
Type of Security								
Performance Guarantee of 5% of the Contract Sum for Works assignments awarded from this Framework Agreement and which exceeds R 10 million, which shall be released once the works package is complete.								
4	6.5.1.2.3	The percentage allowance to cover all overhead charges for each works assignment is 20%						
5	6.8.3	The variation in cost of special materials is <i>(if applicable)</i> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>Type of special material</td> <td>Unit</td> <td>Rate</td> </tr> <tr> <td colspan="3"><u>Not Applicable</u></td> </tr> </table>	Type of special material	Unit	Rate	<u>Not Applicable</u>		
Type of special material	Unit	Rate						
<u>Not Applicable</u>								

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C1.3: PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employers Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

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

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Employers Agent of the Certificate of Completion of the Works. The Employers Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
The Guarantor hereby acknowledges that
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee. such demand stating that:
- 5 5.1the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called
- 6 5.2a provisional or final sequestration or liquidation court order has been granted against the Contractor and that
- 7 5.3the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final
- 8 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 9 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 10 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 11 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 12 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 13 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 14 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor, The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 15 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 16 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date.....

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

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

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

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<p style="text-align: center;">CONTRACT PART 2 (OF 4): PRICING DATA</p>

C2.1 Pricing Instructions

C2.2 Bill of Quantities

PROVINCE OF THE EASTERN CAPE

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C2.1: PRICING INSTRUCTIONS

- C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tender for an item.
- Lump Sum: An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.
- C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- C2.1.3 The quantities set out in the Bill of Quantities are **only for the purpose of reducing tenders to a comparable basis for evaluation**. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor. **Each works assignment will be quantified and compiled on an “ad-hoc” basis**, and works will be set out accordingly.
- The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.** Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209 (a) of the Standard Specifications.
- C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, all taxes (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the **quantities given in the Bill of Quantities are only intended to reduce the tenders to a comparative basis for evaluation purposes**.
- C2.1.5 Materials contained in the payment items included in the Schedule of Quantities, labelled with the prefix **“ECB”** (East Cape Buy) must be procured within the boundaries of the Eastern Cape.

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

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

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

The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract. (Refer to Contract Data clause 6.11.1.3 on page C1.13).

C2.1.7 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

C2.1.8 The amount of work or the quantities of material stated in the Bill of Quantities **shall not be considered as restricting or extending** the amount of work to be done or quantity of material to be supplied by the Contractor.

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

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

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

C2.1.12 Subject to the conditions stated in paragraph C2.1.13 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

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

C2.1.13 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the

Employer or the Employer's Agent to adjust the unit rates or lump sums for such items, to make such adjustments.

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

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

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

C2.1.16 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

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

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO.
SCMU10-26/27-0003**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF ANCILLIARY
WORKS ON ROADS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD
OF 36 MONTHS**

C2.2: BILL OF QUANTITIES

Please Note: The current active projects for In-House Construction unit are:

DR08131 TSILITWA (Qumbu)
DR08313 Canzibe Hospital Road (Ngqeleni)
DR08041 Cofimvaba
Coffee Bay to Zithulele

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TEAMS FOR A PERIOD OF 36 MONTHS**

CONTRACT		
PART 3 (OF 3) : SCOPE OF WORKS		
	ITEM	PAGE
C3.1	Description of the Works	C3.2

PROVINCE OF THE EASTERN CAPE
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36 MONTHS

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER’S OBJECTIVES

The Employer’s objective is to appoint a panel of contractors execute Ancillary Road Works on roads that are implemented through In House Construction teams within the Eastern Cape Province for a maximum period of **three years** and with an **option to increase it by an additional year if the work is not completed while the Works Package has been awarded**. The roads are being constructed by the Department of Transport’s In-House Construction Team. To accelerate the delivery of the project, the Contractors shall be responsible for assisting the In-House Construction Unit (IHCU) in carrying out Ancillary Works, which should also assist to develop small and emerging Contractors.

For any work to be done on this contract, the Employer will issue quotations/BOQ to all successful bidders appointed in the Panel / Framework and only one will be awarded based on price and HDI points.

The IHCU shall issue the successful contractor with written Work Orders for all services and goods required before any delivery or rendering of any service. The contractor may, from time to time, also be required to cover costs related to labour, accommodation, repair of the department’s plant and equipment as well as any other cost associated with the project. Where an order has been issued for the specific delivery of materials, plant, equipment and or services, these shall be delivered on site and at a location indicated by the employer or his agent within the agreed timeframe. It is also the intention of this contract for the contractor to carry out physical work (i.e., ancillary works, surfacing, layer-works, major & minor works, etc.) and/or manager SMMES related to the project. However, should this be necessary, a works order will be issued for the specific work to be carried out. Any works order issued will, among other things, outline the scope of work to be carried out as well as the duration. The rates tendered by the contractor shall be used to compensate the contractor for any physical work carried out.

Over the three-year contract period, the Employer does not guarantee the number of work orders that will be issued nor the minimum total amount of work orders. This contract shall be for services to be rendered as and when required. Except where a specific order has been issued for physical work to be carried out on site and for the duration of that work order, no P&Gs shall be charged separately on a monthly basis and no staff will be required from the contractor to be stationed on site.

Where the contractor is issued with a specific work order to carry out any physical work, the contractor will be required to deliver the infrastructure using labour-intensive construction methods and using local SMME contractors wherever practical.

Requirements are introduced that certain construction activities must be carried out by hand in terms of the Expanded Public Works Programme (EPWP) and by SMME sub-contractors where practical.

Labour-Intensive Construction

The aim is to provide temporary employment opportunities for the communities in close proximity of the road by introducing labour-intensive construction methods on those items of the work that are suitable to be executed in this manner.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximately detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

It is a condition of this contract that the employer reserves the right to limit the expenditure on the works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.

Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered on the basis of such adjustments or limitations in terms of clause 6.11 of the General Conditions of Contract.

The following sets out the proposed procedure that is to be followed when a Works assignment is required:

Works Assignment

Once contractors are awarded into the Framework, work assignments will be issued in packages. The maximum value of Work Assignments which can be awarded to any one contractor in terms of this agreement shall not exceed the maximum amount allowed per annum based on the Contractors CIDB Grading inclusive of VAT. Requests for quotations detailing scope of works will be issued to ALL contractors appointed in a Panel.

The RFQ's will provide an accurate scope of works with real quantities which will allow for more accurate pricing. Contractors may price lower than the originally tendered Framework rates but may not offer rates higher than those originally offered in this Framework Agreement. Work packages will be issued to the highest point scoring service provider. Additionally, whilst all service providers will be required to quote for every works package within the project, works packages will be awarded to the highest point scorer and on a rotation basis, meaning that works packages will be awarded to the highest point scorer who has not yet been awarded a works package in that round of rotation. Contract price Adjustment will be applicable to payment certificates (6.8.2)

Each specific works assignment shall be limited to a **maximum duration of 36 months**. On completion of the works assignment, the Contractor's Performance will be evaluated by the DMT consisting of the Director – IHC unit, Project Managers and Head of Supply Chain in IHC unit. Should the work have not been conducted to a satisfactory standard (within time, budget and to the required specifications) the Department shall have the right to decide not to award any further works assignments to the said contractor and remove said contractor from this Framework Appointment.

Works

The Works will be undertaken in accordance with the relevant standard and project specifications, or as instructed by the Employers Agent. The Contractor is to commence work within 14 days of being instructed by the Director (In House Construction) or District Roads Engineer or such a time as agreed to in writing.

Should the Contractor not perform within the specified response and completion times or not conduct the said works with “due diligence”, penalties will be applied as set out in Section C3.3.2 and the Department shall have the right to decide not to award any further works assignments to the said contractor.

C3.1.2 OVERVIEW OF THE WORKS (SCOPE)

The upgrading of gravel road to surfacing activities will ensure that provincial gravel and surfaced roads, as well as road reserves are constructed to a level of serviceability as set out in the document.

The Framework contract will be **valid for 36 months** and the Works will consist of upgrade for gravel to surfaced standards and maintenance of the existing Provincial Road Network within the respective municipal area.

Any Works assignment issued prior to the expiry of the 36-month Framework contract will be enforceable until the completion of that Works assignment, even if such completion date is after the expiry of the 36 month Framework contract.

C3.1.3 EXTENT OF THE WORKS

The Ancillary road works to be performed as part of this Contract mainly consists of the activities listed below to be carried out on that are being executed in by our In House Teams in all the Districts of the Eastern Cape Province. Additional works to minor roads will only be carried out upon specific request from the Client. This list is not necessarily complete, nor will it limit the extent of work to be carried out under this Contract.

C3.1.3.1 GENERAL

- Establishment of camps on site
- Accommodation of traffic
- Dayworks

C3.1.3.2 PITCHING, STONEMWORK, CAST IN SITU CONCRETE PROTECTION AGAINST EROSION

- Stone pitching
- Concrete lined drains

C3.1.3.3 NON-STRUCTURAL GABIONS

C3.1.3.4 FENCING

C3.1.3.5 LAND SCAPING AND PLANTING OF PLANTS

C3.1.3.6 FINISHING THE ROAD RESERVE AND TREATING OLD ROADS

C3.1.4 LOCATION OF THE WORKS

The site comprises of all the provincial roads within the Eastern Cape Province that are implemented by the In House Construction unit, and the projects that are being implemented are:

**Canzibe Hospital road (Ngqeleni)
Tsilitwa Paving (Qumbu)
Coffee Bay to Zithulele
Cofimvaba to Askeaton**

The term “Site” as defined in the General Conditions of Contract 2015, will comprise the full road reserve width as identified by the District Roads Engineer. The “Site” will also include land not provided by the Employer where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the provision that the land selected for this purpose be approved by the Employers Agent. The Contractor must make his own arrangements for the use of such land and must obtain written approval from the owner(s) concerned.

Should it be deemed necessary by the Department, works may be allocated in other Local Municipal Areas or Districts as the one in which this appointment is let.

C3.1.5 TEMPORARY WORKS

C3.1.5.1 SPECIAL WATER HAZARDS CONTROL

It should be noted that certain areas of the Works are fairly low lying and due to blocked and inadequate stormwater control structures, these areas are prone to flooding and ponding during and subsequent to rainy periods.

Therefore, roadworks and trenching / open excavations may also be delayed due to ponding of water and the Contractor will have to allow for various methods of removing ponding stormwater and other de-watering methods to enable a minimum of delay to occur.

C3.1.5.2 OTHER SERVICES (TELKOM, ELECTRICITY, ETC)

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services where they are known.

The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant Official to indicate the said services at least 48 hours prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor’s account.

C3.1.5.3 SURVEY BEACONS AND BENCHMARKS

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Employers Agent at the Contractor’s expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Employers Agent on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employers Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

C3.1.5.4 TIDYING UP OF THE WORKS

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers or public. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned. In this regard, the Contractor's attention is drawn to NEMWA.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

C3.1.5.5 EMPLOYMENT OF LOCAL LABOUR

The Contractor shall be required to create job opportunities for the duration of each Works assignment for local municipal unskilled and semi-skilled people.

The employment of the above local labour can be included in the local labour which will be employed by the Micro Enterprises.

A "local labourer" is defined as a person who resides in the Local Municipal Area in which the project is based.

