

Munisipale Kantoor  
 Privaatsak X12  
 VREDENBURG, 7380  
 Tel. No.(022) 701-7113  
 Faks No.(022) 715-1304



Municipal Offices  
 Private Bag X12  
 VREDENBURG, 7380  
 Tel. No.(022) 701-7113  
 Fax No.(022) 715-1304

# TENDER DOCUMENT

<b>TENDER NO. SBM 21/25/26</b>	
<b>SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2029.</b>	
<b>CIDB GRADING</b>	4 EP or HIGHER
<b>NAME OF TENDERER</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CSD NUMBER</b>	

**CLARIFICATION MEETING DETAILS: NOT APPLICABLE**

<b>ADDRESS</b>			
<b>MEETING DATE</b>		<b>MEETING TIME</b>	

**SUBMISSION DETAILS:**

<b>ADDRESS</b>	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG				
<b>CLOSING DATE</b>	19 JUNE 2026	<b>CLOSING TIME</b>	12H00	<b>TENDER BOX</b>	GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG

## GENERAL INFORMATION

<b>TENDER ADVERTISEMENT DATE</b>	30 May 2026
<b>CLOSING DATE</b>	19 June 2026
<b>CLOSING TIME</b>	12h00
<b>CLOSING VENUE</b>	<b>Tender Box:</b> Ground Floor, Investment Centre, 15 Main Road, Vredenburg
<b>CLARIFICATION MEETING</b>	Not applicable.
<b>TENDER SUBMISSION</b>	The tender document, fully completed in all respects, together with a valid Tax Clearance certificate plus any returnable and additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the <b>tender number and title</b> and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

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# The Tender (Part T)

## **PART T1 Tender Procedures**

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

## **PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.2 Other Documents required for Tender Evaluation Purposes
- T2.3 Returnable Schedules that will be incorporated in the Contract

# Tender Notice and Invitation to Tender (T1.1)

## **SALDANHABAAI MUNISIPALITEIT**

**TENDER NOMMER: SBM 21/25/26**

**TENDER BESKRYWING: VERSKAFFING, AFLEWERING EN IMPLEMENTERING VAN VERKEERSBEHEER STELSLS (VERKEERSYNE) VIR SALDANHABAAI MUNISIPALITEIT VIR 'N PERIODE WAT EINDIG 30 JUNIE 2029.**

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste [www.etenders.gov.za](http://www.etenders.gov.za) of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf Maandag, **01 Junie 2026**.

Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R295.00 betaal word aan Saldanhaabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

**Navrae:** Mnr. M. Jagers

**E-pos:** [malcolm.jagers@sbm.gov.za](mailto:malcolm.jagers@sbm.gov.za)

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12H00 op Vrydag, 19 Junie 2026** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.

'n CIDB-gradering van **4 EP** word benodig vir hierdie projek. Heg asseblief 'n bewys van u gradering aan die tender dokument.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H. Mettler  
MUNISIPALE BESTUURDER  
Munisipaliteit Saldanhaabaai  
Privaatsak X 12  
Vredenburg  
7380

## **SALDANHA BAY MUNICIPALITY**

**TENDER NUMBER: SBM 21/25/26**

**TENDER DESCRIPTION: SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2029.**

Tender documents can be downloaded from the e-Tender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 01 June 2026**.

If tenders are collected, a non-refundable tender deposit of R295.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

**Enquiries:** Mr. M. Jagers

**Email:** [malcolm.jagers@sbm.gov.za](mailto:malcolm.jagers@sbm.gov.za)

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12H00 on Friday, 19 June 2026**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-25, of 29 May 2025 will be used in the adjudication of this tender.

A CIDB grading of **4 EP** is required for this project. Please provide proof of the grading and attach it to the tender document.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H. Mettler  
MUNICIPAL MANAGER  
Saldanha Bay Municipality  
Private Bag X 12  
VREDENBURG  
7380

# Tender Data (T1.2)

The Conditions of Tender are **The Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019 of the CIDB Standard for Uniformity (2019) in Engineering and Construction Works Contracts.** (see [www.cidb.org.za](http://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 in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Description
C.1	<p><b>General</b></p> <p>Add the following:</p> <p>The Employer is: Saldanha Bay Municipality Private Bag X12 VREDENBURG 7380</p>
C.1.2	<p>Add the following:</p> <p>The Tender documents issued by the Employer comprise:</p> <p><b><u>Part T: The Tender</u></b>  <b>Part T1: Tender Procedures</b>  T1.1 Tender notice and invitation to Tender  T1.2 Tender data  <b>Part T2 : Returnable Documents (All Documents / Schedules are Returnable)</b>  T2.1 List of Returnable Schedules Required for Tender Evaluation  T2.2 Other documents required for Tender Evaluation Purposes  T2.3. Returnable Schedules that will be Incorporated in the Contract  <b><u>Part C: The Contract</u></b>  <b>Part C1: Agreement &amp; Contract Data</b>  C1.1 Form of acceptance  C1.2 Contract data  C1.3 Performance guarantee  <b>Part C2: Pricing Data</b>  C2.1 Pricing instructions</p>

	<p>C2.2 Pricing Schedule  <b>Part C3: Scope of work</b>  C3.1 Description of works</p>
C.1.4	<p><b>Communication and employer's agent</b></p> <p>Add the following:</p> <p>The contact details of the employer's agent are:</p> <p>Name: Mr. M. Jagers  Tel: 022 701 6999  Email: <a href="mailto:malcolm.jagers@sbm.gov.za">malcolm.jagers@sbm.gov.za</a></p> <p>Department: Roads and Stormwater (Infrastructure Planning Services)  Saldanha Bay Municipality  Private Bag X12  VREDENBURG  7380</p>
C.1.5.2	Remove
C.1.5.3	Remove
<b>C.1.6</b>	<b>Procurement Procedures</b>
C.1.6.1	<p><b>General</b></p> <p>Add the following:</p> <p>The Employer intends to appoint a service provider. A <b>4EP or higher</b> FOR THE <b>SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY</b>. The term contract period shall be for the period ending 30 June 2029.</p>
<b>C.1.6.2</b>	<p>Remove and replace with</p> <p>Price and preference: 80/20 Points (Tenders &lt; R 50 000 000)</p> <p>Calculation:</p> $80/20 \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ <p>Where: Ps = Point scored for price of Tender under consideration  Pt = Rand value of Tender under consideration  Pmin = Rand value of the lowest acceptable Tender</p> <p>Preference points will be 10 points for B-BBEE and 10 points for locality.</p>
C.1.6.3	Remove

C.2	<b>Tenderer's obligation</b>	
C.2.2  C.2.2.3	<b>Cost of tendering</b>  Add: Cost of Tender Documents Tender documents can be downloaded from the eTender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made in cash or a payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.	
C.2.7	Add: Site / Information Meetings For this tender the site/clarification meeting will not be applicable.	
C.2.8	<b>Seek Clarification</b> Replace: Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time <b>per e-mail</b> to both the following persons:	
	Mr. M. Jagers Engineer: Roads and Stormwater Email: <a href="mailto:malcolm.jagers@sbm.gov.za">malcolm.jagers@sbm.gov.za</a>	Mrs. R. Farmer Bid Administrator: Specifications Email: <a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a>

C.2.9	<p>Add:</p> <p><b>INSURANCE, POSSESSION AND RISK</b></p> <p>The service provider accepts possession, subject and limited to the intent and purpose of this Contract, of demarcated area/s of SALDANHA BAY land on the agreed commencement date, from which date the service provider shall be liable to take out appropriate risk insurance, public liability, professional indemnity insurance, but not limited to the latter pertaining to its activities within the demarcated area/s.</p> <p>The service provider shall take out adequate insurance cover against all risks assumed by it in terms of this Contract and to fulfill its obligations in terms of clause above, before the commencement of the works and for the duration of this Contract and deliver proof of such insurance to SALDANHA BAY from time to time, including proof of the due payment of all premiums due from time to time. The contractor shall cede all its rights in the said insurance policy to SALDANHA BAY for the duration of this Contract.</p> <p>The service provider shall not be liable for the payment of any other rates, taxes, service charges, and/or any levies imposed by SALDANHA BAY and/or any local and/or any other competent authority upon or in connection with the property and/or the improvements to be erected thereon.</p>
C.2.10.4	Removed
C.2.11	<p>Add:</p> <p>Any ambiguity has to be cleared with the contact person for the tender before the tender closure.</p>
C.2.12	Remove
C.2.13 C.2.13.2	<p><b>Submitting a tender offer</b></p> <p>Amend:</p> <p>Return all returnable documents to the employer after completing them in their entirety in writing legibly in non-erasable ink and the pricing schedule. The pricing schedule completed in non-erasable ink will govern.</p>
C.2.13.3	<p>Amend:</p> <p>Submit the tender offer communicated as an original with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. A copy of the complete tender document and signed contract must be provided after award.</p>

C.2.13.5	<p>Amend:</p> <p>The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p> <p>Add:</p> <p>Location of Tender box: <b>SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380.</b></p> <p>Physical address: <b>Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380.</b></p> <p>Identification details: <b>TENDER SBM 21/25/26: SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2029.</b></p>
C.2.13.6	Remove
C.2.13.7	Remove
<b>C.2.15</b> C.2.15.1	<p><b>Closing Time</b></p> <p>Amend:</p> <p>The closing time for submission of Tender offers is <b>12H00 on Friday, 19 June 2026. Note: Telephonic, telegraphic, facsimile or emailed Tender offers will not be accepted.</b></p>
C.2.16  C.2.16.1	<p><b>Tender offer validity</b></p> <p>Amend</p> <p>The Tender offer validity period is <b>eighty-four (84) days.</b></p>
C.2.16.3	<p>Amend:</p> <p>Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.</p>
C.2.18	Remove
C.2.23	<p><b>Certificates</b></p> <p>Add:</p> <p>The Tenderer is required to submit with this Tender.</p> <ol style="list-style-type: none"> <li>1) A valid tax clearance certificate issued by the South African Revenue Services.</li> <li>2) Proof to claim preference points as included in the MBD 6.1</li> </ol>
C.3	<b>The Employer's undertakings</b>

C.3.4.1	<p>Replace:</p> <p>The time and location for opening of the tender in public is <b>Friday, 19 June 2026</b>. at <b>12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg</b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
C.3.5	Remove
C.3.11.1	<p>Add:</p> <p>C.3.11.1.1 The tender will be evaluated in terms of price and preference only.</p> <p>C.3.11.1.1.1 Functionality criteria – Not Applicable</p> <p>C.3.11.1.1.2. Price and preference: 80/20 Points (Tenders &lt; R 50 000 000)</p> <p>Calculation:</p> $80/20 \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{min}} \right)$ <p>Where:      P<sub>s</sub>      =      Point scored for price of Tender under consideration</p> <p>                 P<sub>t</sub>      =      Rand value of Tender under consideration</p> <p>                 P<sub>min</sub>   =      Rand value of the lowest acceptable Tender</p> <p>Preference points will be 10 points for B-BBEE and 10 points for locality.</p>
C.3.12	Remove
C3.13	<p><b>Acceptance of tender offer</b></p> <p>Add the following to C.3.13</p> <ol style="list-style-type: none"> <li>a) the Tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services and is tax compliant on the Central Supplier Database;</li> <li>b) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the Tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract; and</li> </ol> </li> <li>e) the Tenderer fully completes all required documentation.</li> </ol>

Additional: C.3.19	<p>The additional conditions of Tender are:</p> <ul style="list-style-type: none"><li>a) Saldanha Bay Municipality may also request that the Tenderer provide written evidence that their financial, labour and resources are adequate for carrying out the project.</li><li>b) The Saldanha Bay Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer.</li><li>c) The Tenderer shall provide all reasonable assistance in such Investigations. Tenderers must take note that in the case of a false statement or submission of false information, the tender will be disqualified with immediate effect and criminal prosecution may be considered.</li><li>d) Council reserves the right not to make an award in this matter.</li></ul>
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## Returnable Documents (T2)

***ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated***

**PART T2 Returnable Documents (All documents / schedules are returnable)**

T2.1 List of Returnable Schedules Required for Tender Evaluation

T2.2 Other Documents required for Tender Evaluation Purposes

T2.3 Returnable Schedules that will be incorporated in the Contract

## List of Returnable Schedules Required for Tender Evaluation Purposes (T2.1)

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Experience of the bidder
- Form 2.1.4 Invitation to Tender (MBD 1)
- Form 2.1.5 Declaration of Interest (MBD 4)
- Form 2.1.6 Preference Point Claim Form and Proof of B-BBEE status (MBD 6.1)
- Form 2.1.7 Declaration of Bidder's past supply chain management services (MBD 8)
- Form 2.1.8 Certificate of Independent Bid Determination (MBD 9)

**FORM 2.1.1 - GENERAL INFORMATION**

<b>1. Name of Tendering Entity:</b>			
<b>2. Contact Details</b>			
<b>Address:</b>			
<b>Tel No:</b>		<b>Fax No:</b>	
<b>E-mail Address:</b>			

**3. Legal entity: Mark with an X.**

<b>Sole proprietor</b>	
<b>Partnership</b>	
<b>Close corporation</b>	
<b>Company</b>	
<b>Joint venture</b>	

In the case of a Joint venture, provide details on joint venture members:

<b>Joint venture member</b>	<b>Type of entity (as defined above)</b>

4. Income tax reference number:

\_\_\_\_\_ (in the case of a joint venture, provide for all joint venture members)

5. VAT registration number:

\_\_\_\_\_ (in the case of a joint venture, provide for all joint venture members).

Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

6. Company or closed corporation registration number: \_\_\_\_\_ (In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures the following must be attached:

- Written power of attorney for authorised signatory.
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover and credit amount criteria, and each other partner at least 25 percent of the criteria.

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

<b>Name of Tendering Entity:</b>			
<b>Signature:</b>		<b>Date:</b>	

**FORM 2.1.2 - AUTHORITY FOR SIGNATORY**

DETAILS OF PERSON RESPONSIBLE FOR TENDER PROCESS			
<b>Name</b>			
<b>Contact Number</b>			
<b>Address of Office Submitting the Tender</b>			
<b>Tel No.</b>		<b>Fax No.</b>	
<b>E-mail</b>			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr/Ms. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

<b>SIGNED ON BEHALF OF THE COMPANY</b>	
<b>IN HIS CAPACITY AS</b>	
<b>DATE</b>	
<b>FULL NAME OF SIGNATORY</b>	
<b>AS WITNESS 1.</b>	
<b>2.</b>	

**\*\*\* PLEASE ATTACH CONFIRMATION OF AUTHORITY OF SIGNATORY DOCUMENTATION TO ANNEXURE 1**

### **FORM 2.1.3 - EXPERIENCE OF THE BIDDER**

Provide the following information on relevant previous experience (indicate specifically projects of similar with regard to type of work). In addition to any requirements, bidders must furnish particulars of:

<b>Tender Items</b>	<b>Description</b>	<b>Compulsory requirements</b>
Item 1	Supply, delivery and implementation of traffic control devices (traffic signals).	Active CIDB grading in the category 4 EP or higher.  Proof of previous experience in maintenance of traffic signals on a minimum of two similar contracts/projects (two reference letters). The contract appointment date may not be older than five years as measured from the date of tender closure. <b>(A minimum of two reference letters to be submitted).</b>

Proof of experience shall be in the form of duly signed, written contactable references. The reference must contain the following:

- Verifiable contact details of the company/ institution as well as the project manager.
- Project name.
- Scope of work.
- Contact Details.
- Appointment date.
- Project completion and project value.

**Please note:** If the abovementioned proof of experience is not submitted, the bidder will be found non-responsive.

**ITEM 1: 4EP or Higher – Traffic Control Devices/Signal projects**

**NB: Please complete the table below by listing two traffic signal projects or contracts. Failure to complete the below table will render the tenderer non – responsive.**

**The projects listed in the below table must correspond with the supporting documentation.**

PROJECT NAME	COMPANY/INSTITUTION/CLIENT	SCOPE OF WORK	CONTACT DETAILS (NAME & SURNAME, TELEPHONE NUMBER AND EMAIL ADDRESS)	APPOINTMENT DATE	CONTRACT/PROJECT COMPLETION DATE	CONTRACT/PROJECT VALUE

<b>Name of Tendering Entity:</b>			
<b>Signature:</b>		<b>Date:</b>	

**\*\*\* PLEASE ATTACH PREVIOUS WORK EXPERIENCE TO ANNEXURE 2**

**FORM 2.1.4 – INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS OF BUSINESS				
STREET ADDRESS OF BUSINESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes or No		CONTRIBUTOR FACTOR (See MBD 6.1)	
<b>DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.</b>				
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF				
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS				
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (Provide proof)		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)			
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		DEPARTMENT	Roads and Stormwater
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	M. Jagers
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6999
E-MAIL ADDRESS	<a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:malcolm.jagers@sbm.gov.za">malcolm.jagers@sbm.gov.za</a>

<b>1. BID SUBMISSION:</b>		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE	
1.3.	THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R8/5-25, OF 29 MAY 2025, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES/NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES/NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES/NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES/NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES/NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>		

**FORM 2.1.5 – DECLARATION OF INTEREST**

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state*.
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>
3.1.	Full Name of bidder or his / her representative:
3.2.	Identity number:
3.3.	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )
3.4.	Company Registration Number:
3.5.	Tax Reference Number:
3.6.	VAT Registration Number:
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
3.8.	Are you presently in the service of the state* <span style="float: right;">YES / NO</span>
3.8.1.	If yes, furnish particulars.
3.9.	Have you been in the service of the state for the past twelve months? <span style="float: right;">YES / NO</span>
3.9.1.	If so, furnish particulars.
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? <span style="float: right;">YES / NO</span>
3.10.1.	If so, state particulars.
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? <span style="float: right;">YES / NO</span>



	(i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;
<b>b)</b>	a member of the board of directors of any municipal entity;
<b>c)</b>	an official or any Municipality or municipal entity;
<b>d)</b>	an employee of 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>e)</b>	a member of the accounting authority of any national or provincial entity; or
<b>f)</b>	an employee of Parliament or a provincial legislature.
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

**FORM 2.1.6 – PREFERENCE POINTS CLAIM FORM**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.**

**1. GENERAL CONDITIONS**

**a. The following preference point system is applicable to invitations to bid:**

- 1.** the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

**b. Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:**

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

**c. The maximum points for this bid are allocated as follows:**

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20 (10 B-BBEE and 10 Locality)
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

**1.4.1 B-BBEE**

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**1.4.2 Locality**

**1.4.2.1.** Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).

- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses) which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
  - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
  - The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number

must reflect on the affidavit.

- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

**A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** 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 bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid 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
- (h) **"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 THE 80/20 PREFERENCE POINT SYSTEMS**

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

$$80/20 \quad P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS**

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

$$80/20 \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR SPECIFIC GOALS**

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

**a. B-BBEE**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4

6	3
7	2
8	1
Non-compliant contributor	0

**b. LOCALITY**

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

**6. DECLARATION**

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

**a. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

B-BBEE Status Level of Contribution: \_\_\_\_\_ (maximum of 10 points)

**6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2**

LOCALITY: \_\_\_\_\_ (maximum of 10 points)

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

a. Name of company / firm: \_\_\_\_\_

b. Company registration number: \_\_\_\_\_

c. VAT registration number: \_\_\_\_\_

d. 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]

e. MUNICIPAL INFORMATION

Municipality where business is situated: \_\_\_\_\_

Street address of business:

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

Registered municipal account number: \_\_\_\_\_

**NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4  
AND 5.2**

f. 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 bid, 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 5, 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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM**

.....  
**SIGNATURE(S) OF BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

**\*\*\* PLEASE ATTACH B-BBEE CERTIFICATE PROOF TO ANNEXURE 3 AND MUNICIPAL INFORMATION TO ANNEXURE 4**

**FORM 2.1.7 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1	This Municipal Bidding Document must form part of all bids invited.		
2	It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
3	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
	a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
	b) been convicted for fraud or corruption during the past five years;		
	c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
	d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
4	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>		
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS**

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 11 Directors, a schedule with addresses must also be attached to the tender document.

<b>Business Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 1 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 2 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>
<b>Director 3 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 4 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 5 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>
<b>Director 6 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 7 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 8 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>
<b>Director 9 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 10 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>	<b>Director 11 Address:</b> <u>Mr. / Mrs</u> <hr/> <hr/> <hr/>

Attach page if space insufficient.

**\*\*\* PLEASE ATTACH MUNICIPAL INFORMATION PROOF TO ANNEXURE 4**

**FORM 2.1.8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a) take all reasonable steps to prevent such abuse;
  - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
11. 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.
12. 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.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## Other Documents Required for Tender Evaluation Purposes (Part T2.2)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

- PART T2.2 Returnable Documents (All documents / schedules are returnable)**
- T2.2.1 Certificate of Tenderer's Attendance at the compulsory clarification meeting – **NOT APPLICABLE FOR THIS TENDER**
  - T2.2.2 Tax Clearance Certificate Requirements – TCC001
  - T2.2.3 Central Supplier Database (CSD)
  - T2.2.4 Instruction: Handling of Tender Document

**FORM 2.2.1 - CERTIFICATE OF TENDERER'S ATTENDANCE AT THE  
COMPULSORY CLARIFICATION MEETING – NOT APPLICABLE FOR THIS  
TENDER**

This is to certify that I, .....

representative of (Tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Attended Clarification Meeting on (date) .....

in the company of (SALDANHA BAY MUNICIPALITY / Employer's Representative)  
.....

**NB: Tenderers are requested to submit the minutes received at above-mentioned compulsory clarification meeting with their Tender documents. (Non- submission of this information may lead to rejection of this Tender)**

<b>TENDERER'S REPRESENTATIVE</b>	
<b>SALDANHA BAY MUNICIPALITY / EMPLOYER'S REPRESENTATIVE</b>	

**FORM 2.2.2 - Tax Clearance Certificate Requirements – TCC001****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

- 1 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 3 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 4 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**\*\*\* PLEASE ATTACH A VALID TAX CLEARANCE CERTIFICATE TO ANNEXURE 5.**

**FORM T2.2.3 – CENTRAL SUPPLIER DATABASE (CSD)**

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization’s procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

**The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.**

**All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.**

Enquiries can be made to Mr. V. Van Wyk at 022 701 7168.

CSD registration number (if registered): .....

**FORM T2.2.4 – INSTRUCTION: HANDLING OF TENDER DOCUMENT**

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

**E-TENDER DECLARATION**

**It is compulsory to confirm “Yes” or “No” on all line items** **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

**It is compulsory to comply and sign below if the tenderer agrees to the requirements above**

I accept and approve all of the above.

\_\_\_\_\_

SIGNATURE OF TENDERER

**CHECKLIST**

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Copy of business and director/s municipal account/s.
- Registration with professional body (If applicable).
- All relevant sections complete and signed and all pages of tender document initialed by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.
- Other as required in the tender document.

**DECLARATION**

I declare that all relevant documents have been included with the bid document and all the tender conditions have been adhered to.

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

Capacity: \_\_\_\_\_

# Returnable Schedules that will be incorporated in the Contract (Part T2.3)

*(ALL Documents and Schedules **MUST BE RETURNED** (SUBMITTED) for the TENDER to be Evaluated.*

## **PART T2.3**

T2.3.1 Record of Addenda to Tender Documents

**FORM 2.3.1 - RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Position:</b>	
<b>SIGNED ON BEHALF OF TENDERER:</b>			

**\*\*\* PLEASE ATTACH RECORD OF ADDENDA TO ANNEXURE 6.**

# The Contract (Part C)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

## **PART C**

Part C1 Agreement and Contract Data  
Part C2 Pricing Data  
Part C3 Scope of Works

# Agreement and contract data (Part C1)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

## **PART C1**

- Part C1.1 Form of Offer & Acceptance
- Part C1.2 Contract Data
- Part C1.3 Objections and Complaints

**FORM OF OFFER AND ACCEPTANCE - (PART C1.1)**

**1. OFFER**

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

**SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2029.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

**The offered total of the Prices inclusive of Value Added Tax is**

.....Rand (in words);

R .....(in figures)  
(or other suitable wording)

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

**For the Tenderer:**

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....  
.....

**Name and signature of witness:**

Signature .....

Name .....

Date .....

## 2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due 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 Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five 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,

For the **Employer**:

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....  
.....

Name and signature of witness:

Signature .....

Name .....

Date .....

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. 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, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. 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.

1. Subject

.....

Details

.....

2. Subject

.....

Details

.....

3. Subject

.....

Details

.....

4. Subject

.....

Details

.....

By the duly authorised representatives signing this Schedule of Deviations, 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 change 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.

For the Tenderer

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

Name and address of organization

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

For the Employer

Signature(s) .....  
Name(s) .....  
Capacity .....

Name and address of organization

.....  
.....  
Witness Signature .....  
Witness Name .....  
Date .....

**SALDANHA BAY MUNICIPALITY**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) TO SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2029.**

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

The .....(day) of .....(month), 20.....(year)

at.....(place)

For the Contractor:

Signature.....

Name.....

Capacity.....

Signature and name of witness:

Signature.....

Name.....

## Contract Data - (Part C1.2)

### 1. CONDITIONS OF CONTRACT

#### 1.1. GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works, Third Edition, 2015**

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 113 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules.

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

## **PART 1: DATA PROVIDED BY THE EMPLOYER**

### **General Conditions of Contract for Construction works**

The General Conditions of Contract for Construction works (Third Edition, 2015) published by the South African Institution of Civil Employer's Agents SAICE is applicable to this.

## **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

The tender is for the procurement and appointment OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS) IN THE MUNICIPAL AREA FOR THE PERIOD ENDING 30 JUNE 2029.

<b>CLAUSE</b>	<b>DESCRIPTION</b>
1.1.1.9	The name of the Contractor is ..... ..... ..... [Enter the Legal name of the Contractor].
1.1.1.13	The Defects Liability Period is six (6) months measured from the date of the Certificate of Completion of each project.
1.1.1.14	The overall contract duration will end on 30 June 2029.
1.1.1.15	The <b>Employer</b> is the SALDANHA BAY MUNICIPALITY, represented by the Municipal Manager or such other Director named in the contract document(s), and/or such other person or persons duly authorised thereto by the Employer in writing.  The name of the Employer is: SALDANHA BAY MUNICIPALITY  and is referred to in the Contract documents by the terms "Employer", "Saldanha Bay Municipality" or "Council" as the context provides.
1.1.1.16	Removed
1.1.1.17	Removed
1.1.1.26	The Pricing Strategy is a Re-measurement contract.
1.1.1.33	The "Works" applies to the Projects individually or as a whole, as the context provides.  <i>Add the following Clauses after Clause 1.1.1.34:</i>

CLAUSE	DESCRIPTION
1.2.1.2	<p><u>Add:</u></p> <p><u>Saldanha Bay Municipality’s address for receipt of communications and notices is:</u>  <u>Telephone: 022 701 6999</u>  <u>Email: <a href="mailto:malcom.jagers@sbm.gov.za">malcom.jagers@sbm.gov.za</a></u>  <u>Address: 12 Main Road</u>  <u>                  Vredenburg</u>  <u>                  7380</u></p> <p><u>The Contractor’s address for receipt of communications and notices is:</u></p> <p><u>Telephone: ..... Facsimile:</u>  <u>.....</u></p> <p><u>E-mail: .....</u></p> <p><u>Address (Postal): .....</u>  <u>.....</u>  <u>.....</u></p> <p><u>Address (Physical): .....</u>  <u>.....</u>  <u>.....</u></p>
1.3.2	The governing law is the law of South Africa
1.3.5	<p><i>Delete Clause 1.3.5 in its entirety and replace with the following:</i></p> <p><i>Intellectual Property</i></p> <p>1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.</p> <p>1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.</p> <p>1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor’s documents, including making and using modifications of such documents for further work required to the Works.</p> <p>1.3.5.4 The Contractor shall, and warrants that it shall:</p> <p>1.3.5.4.1 not be entitled to use the Employer’s Intellectual Property for any purpose other than as contemplated in this contract;</p> <p>1.3.5.4.2 not modify, add to, change or alter the Employer’s Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;</p> <p>1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;</p> <p>1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;</p>

CLAUSE	DESCRIPTION				
	<p>1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.</p> <p>1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.</p> <p>1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.</p>				
1.3.7	<p><i>Add the following Clause after Clause 1.3.6:</i></p> <p>The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy').</p>				
1.3.8	<p>Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it.</p>				
3.3.1	<p>Add: The Authorized and Designated representative of the Employer is: Municipal Manager or Director: IPS</p> <p>The Employer's address for receipt of communications is:</p> <table border="1" data-bbox="395 1200 1394 1469"> <tr> <td data-bbox="395 1200 866 1391">           Physical address: 15 Main Road Investment Centre Vredenburg 7380         </td> <td data-bbox="874 1200 1394 1391">           Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380         </td> </tr> <tr> <td data-bbox="395 1391 866 1469">           Telephone: 022 701 7113 Email: mun@sbm.gov.za         </td> <td data-bbox="874 1391 1394 1469">           Telephone: 022 701 6999 Email: malcolm.jagers@sbm.gov.za         </td> </tr> </table>	Physical address: 15 Main Road Investment Centre Vredenburg 7380	Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380	Telephone: 022 701 7113 Email: mun@sbm.gov.za	Telephone: 022 701 6999 Email: malcolm.jagers@sbm.gov.za
Physical address: 15 Main Road Investment Centre Vredenburg 7380	Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380				
Telephone: 022 701 7113 Email: mun@sbm.gov.za	Telephone: 022 701 6999 Email: malcolm.jagers@sbm.gov.za				
4.3.2	<p>Replace: If required, and for the duration of this contract, the Service Provider shall provide proof to the Municipality that the Service Provider is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>				
5.1.2	<p>The Term Period of this tender is for a period ending 30 June 2029.</p>				
5.3.1	<p>Add: The documentation required before commencement with each project execution are:</p> <ol style="list-style-type: none"> <li>1. Resource/Work Plan</li> <li>2. Initial Programme</li> <li>3. Occupational Health and Safety Plan</li> </ol>				
5.4.2	<p>Replace:</p>				

CLAUSE	DESCRIPTION																								
	<p>Access to and possession of the site shall not be exclusive to the Contractor in so far as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>																								
5.8.1	<p>Add:</p> <p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All Gazetted public holidays falling outside the year end break</li> <li>2. The year-end break will be as promulgated by SAFCEC.</li> </ol>																								
5.12.1	<p>Add the following:</p> <p>The Contractor may not claim a delay on another Project as causing delay on the particular Project contract in question.</p>																								
5.12.2.2	<p>Add:</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table data-bbox="391 1283 774 1686"> <tbody> <tr> <td>January</td> <td>2 days</td> </tr> <tr> <td>February</td> <td>2 days</td> </tr> <tr> <td>March</td> <td>2 days</td> </tr> <tr> <td>April</td> <td>2 days</td> </tr> <tr> <td>May</td> <td>2 days</td> </tr> <tr> <td>June</td> <td>4 days</td> </tr> <tr> <td>July</td> <td>4 days</td> </tr> <tr> <td>August</td> <td>4 days</td> </tr> <tr> <td>September</td> <td>4 days</td> </tr> <tr> <td>October</td> <td>2 days</td> </tr> <tr> <td>November</td> <td>2 days</td> </tr> <tr> <td>December</td> <td>2 days</td> </tr> </tbody> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>	January	2 days	February	2 days	March	2 days	April	2 days	May	2 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days	December	2 days
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October	2 days																								
November	2 days																								
December	2 days																								

<b>CLAUSE</b>	<b>DESCRIPTION</b>
5.13.1	<i>Add the following:</i> The <b>penalty</b> for failing to complete the Works of each individual Project within the time specified will be <b>R1000</b> per day.
5.16.3	Add: The latent defects period is three (3) years.
6.2.1	Add: Not applicable to this contract.
6.2.3	Add: The expiry date shall be the date of the issue by the Municipality, of the Certificate of Completion of the Works.
6.3.2	Add the following to Clause 6.3.2: Any variation order must also be approved by the Client.
6.8.2	Replace: Contract Price Adjustment will not be applicable to this contract. The Contract Price shall be fixed over the term period. The tenderer will be required to submit fixed prices for years 1, 2 and year 3.
6.8.3	Replace: Price adjustments for variations in the costs of special materials are not allowed.
6.8.4	Add the following to Clause 6.8.4: Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.3	Add the following to Clause 6.10.3: The Limit of retention money is 5% for each payment certificate in line with the defect's liability period of six (6) months.
6.10.4	Add the following to clause 6.10.4: Notwithstanding the above, the Employers Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.3	Add: The limit of indemnity for liability insurance required is R 5 000 000 for any single claim.
8.6.1.1.3	Replace: The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.
10.4.1/10.7.1	Replace: The determination of disputes shall first be settled amicably, if this is option fails, it will be by taken on Adjudication then Arbitration (if no agreement can be reached).

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

**OBJECTIONS AND COMPLAINTS FORM (Part C1.3)**

(1) Details of Objector/Complainant

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Other Party's Details (If any)

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Documents Attached

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**DETERMINATION SOUGHT IN RESPECT OF OBJECTION OR COMPLAINT**

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Form submitted by:

Name:

---

Signature

---

Position:

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Date:

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# PRICING DATA (Part C2)

**ALL Documents and Schedules *MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.***

## **PART C2**

### **Part C2.1 Pricing Instructions**

1. Pricing Instructions mean the criteria as set out below, read together with all Parts of this framework contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices (rates).
2. These Pricing Instructions are applicable to the Schedules of Rates in this document. Pricing Instructions applicable to the Bills of Quantities are provided in such documents.
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The quantities which are set out in the pricing schedule might increase or decrease, and the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time in the relevant projects. The final Contract Price for each completed Project shall be computed from the actual quantities of work done, valued at the relevant rates.
5. Rates inserted in the pricing schedule are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. The rates (excluding VAT) inserted in the pricing schedule shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

7. A rate is to be entered against each item in the pricing schedule for the specific categories applicable. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

8. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	number
m <sup>2</sup>	=	square metre	sum	=	lump sum
m <sup>2</sup> .pass	=	square metre-pass	MN	=	meganewton
ha	=	Hectare	MN.m	=	meganewton-metre
m <sup>3</sup>	=	cubic metre	P C sum	=	Prime Cost sum
m <sup>3</sup> .km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	Litre	%	=	per cent
kl	=	Kilolitre	kW	=	kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal			

9. Tenderers shall provide rates for the execution of items as specified in the pricing schedule. Unless otherwise described in the items in the pricing schedule, all rates (sums in particular) apply to individual project contracts.
10. Rates submitted in the respective pricing schedule shall apply to each project executed anywhere within the entire Saldanha Bay Municipal area.

Item no.	Description	Unit	Estimated quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
<b>ITEM 1 – INSTALLATION &amp; MAINTENANCE OF TRAFFIC SIGNALS</b>							
1.1	<b><u>ACCOMODATION OF TRAFFIC</u></b> Accommodating traffic and maintaining temporary deviations	per day	30				
1.2	<b><u>EXCAVATION WORK</u></b>						
1.2.1	Removing and spoiling material from bituminous surfacing	m <sup>2</sup>	300				
1.2.2	Removing and spoiling material from rigid pavement surfacing	m <sup>3</sup>	100				
1.2.3	Removing material from brick pavement surfacing, and stockpiling for reinstatement	m <sup>2</sup>	200				
1.2.4	Excavation for traffic signal pole, 700 mm, all soil types	each	25				
1.2.5	Trenching, general and road crossing, 400mm x 700mm - soft soil	m	250				
1.2.6	Trenching, general and road crossing, 400mm x 700mm - intermediate soil	m	250				
1.2.7	Trenching, general and road crossing, 400mm x 700mm - hard soil	m	100				
<b>SUBTOTAL 1.1 – 1.2.7</b>							

Item no.	Description	Unit	Estimated quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
1.3	<b><u>REINSTATEMENT OF PAVEMENT LAYERS</u></b>						
1.3.1	Reinstatement of 150 mm selected layer compacted to 93% mod AASHTO	m <sup>3</sup>	200				
1.3.2	Reinstatement of 150 mm subbase, compacted to 95% mod AASHTO	m <sup>3</sup>	200				
1.3.3	Reinstatement of 150 mm base course, compacted to 98% mod AASHTO	m <sup>3</sup>	200				
1.3.4	Reinstatement of asphalt surfacing, 30mm commercial pre-bagged cold-mix asphalt, compacted to 93% mod AASHTO	m <sup>2</sup>	300				
1.3.5	Reinstatement of rigid pavement surfacing, 25MPa concrete	m <sup>3</sup>	200				
1.3.6	Reinstatement of brick paving	m <sup>2</sup>	200				
<b>SUBTOTAL 1.3.1 – 1.3.6</b>							

Item no.	Description	Unit	Estimated quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
1.4	<b><u>TRAFFIC SIGNALS COMPONENTS</u></b>						
1.4.1	<b><u>DETECTOR LOOPS</u></b> Supply and installation of detector loops	m	100				
1.4.2	<b><u>TRAFFIC SIGNAL POLES</u></b>						

	Supply and erection of traffic signal poles: tendered rate includes provision of concrete footing;						
1.4.2.1	Standard 4.0m traffic signal pole	each	25				
1.4.2.2	Standard 6.0m traffic signal pole	each	25				
1.4.2.3	Standard overhead pole with mounting frame (3.5m outreach)	each	4				
1.4.2.4	Provision of pole cap complete with cradle and terminals	each	25				
1.4.2.5	Removal of existing traffic signal pole	each	25				
1.4.3	<b><u>CONTROLLERS</u></b> Supply and installation of traffic signal controller:						
1.4.3.1	MX traffic controller, or equivalent	each	5				
1.4.3.2	TMPC controller, or equivalent	each	2				
1.4.3.3	Programming of controller	each	10				
1.4.3.4	Removal of existing controller (irrespective number of signals and phases)	Each	5				
<b>SUBTOTAL 1.4.1 – 1.4.3.4</b>							

Item no.	Description	Unit	Estimated Quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
1.4.4	<b><u>TRAFFIC SIGNAL LANTERNS (210mm)</u></b>						
	Supply and installation of:						
1.4.4.1	3 Aspect traffic lantern – Complete (excluding backing board)	each	50				
1.4.4.2	3 Aspect traffic lantern – Empty Equipped to install LED aspects (excluding backing board)	each	50				
1.4.4.3	5 Aspect Right Turn traffic signal lantern – Complete Must be fully assembled with joining plate (excluding backing board)	each	50				
1.4.4.4	5 Aspect Left Turn traffic signal lantern – Complete Must be fully assembled with joining plate (excluding backing board)	each	50				
1.4.4.5	5 Aspect Right Turn traffic signal lantern – Empty Equipped to install LED aspects (excluding backing board)	each	50				
1.4.4.6	5 Aspect Left Turn traffic signal lantern – Empty Equipped to install LED aspects (excluding backing board)	each	50				
1.4.4.7	2 Aspect Nylon Arrow / Pedestrian lantern – Empty Equipped to install LED aspects (excluding backing board)	each	50				
1.4.4.8	2 Aspect Nylon Arrow / Pedestrian lantern – Complete	each	50				

	Must be fully assembled with joining plate. (excluding backing board)						
1.4.4.9	Removal of existing signal lantern (irrespective of number of aspects)	each	50				
<b>SUBTOTAL 1.4.4.1 – 1.4.4.9</b>							

Item no.	Description	Unit	Estimated quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
1.4.5	<b><u>TRAFFIC SIGNAL BACKING BOARDS</u></b>						
	Supply and installation of:						
1.4.5.1	2 Aspect nylon backing board	Each	50				
1.4.5.2	3 Aspect nylon backing board	Each	50				
1.4.5.3	5 Aspect right turn nylon backing board	Each	50				
1.4.5.4	5 Aspect left turn nylon backing board	Each	50				
1.4.6	<b><u>LED TRAFFIC SIGNAL MODULES (size 210 mm)</u></b>						
	Supply and installation of:						
1.4.6.1	Traffic signal Red	Each	50				
1.4.6.2	Traffic signal Yellow	Each	50				
1.4.6.3	Traffic signal Green	Each	50				
1.4.6.4	Pedestrian Green	Each	50				

1.4.6.5	Pedestrian Red	Each	50				
1.4.6.6	Arrow Green	Each	50				
1.4.6.7	Arrow Yellow	Each	50				
1.4.6.8	Arrow Red	Each	50				
<b>SUBTOTAL 1.4.5.1 – 1.4.6.6</b>							

Item no.	Description	Unit	Estimated quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
1.4.7	<b><u>CONTROLLER SPARES</u></b> Supply and installation of controller spares <u>MX type traffic controller</u>						
1.4.7.1	CPU PCB	Each	5				
1.4.7.2	CPU interface PCB	Each	5				
1.4.7.3	Output PCB	Each	5				
1.4.7.4	Low power supply PCB	Each	5				
1.4.7.5	Surge arrestor	Each	5				
1.4.7.6	Main filter	Each	5				

1.4.7.7	Power supply module	Each	5				
1.4.7.8	Fail to flash relay	Each	5				
1.4.7.9	Lamps on/off relay	Each	5				
1.4.7.10	Quad detector PCB	Each	5				
1.4.7.11	Pedestrian interface PCB	Each	5				
1.4.7.12	CPU dongle	Each	5				
1.4.7.13	Police panel PCB	Each	5				
1.4.7.14	5A fast blow fuses	Each	50				
<b>SUBTOTAL 1.4.7.1 – 1.4.7.14</b>							

Item no.	Description	Unit	Estimated Quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
	<b><u>JUNCTION STUBBY</u></b>						
1.4.8.1	Supply and installation of new junction stubby (irrespective of number of cables and signal heads)	each	30				
1.4.8.2	Removal of existing junction stubby (irrespective of number of cables and signal heads)	each	30				
	<b><u>CABLING</u></b>						
1.4.9.1	Supply and installation of multicore cables (irrespective of number of pairs)	m	250				

1.4.9.2	Supply and installation of supply cables (16mm <sup>2</sup> x 4 core)	m	250				
1.4.9.3	Supply and installation of ducts - 110 mm PVC ducts	m	100				
1.4.9.4	Supply and installation of ducts - 160 mm PVC ducts	m	100				
<b>SUBTOTAL 1.4.8.1 – 1.4.9.4</b>							

Item no.	Description	Unit	Estimated Quantity	Rate excl VAT. (Year 1)	Rate excl VAT. (Year 2)	Rate excl VAT. (Year 3)	TOTAL
	<b><u>PEDESTRIAN PUSH BUTTON</u></b>						
1.4.10	Supply and installation of new pedestrian push button	Each	50				
	<b><u>FAULT FINDING</u></b>						
1.4.11	Fault finding assessment	Each	25				
	<b><u>CALL OUTS</u></b>						
1.4.12.1	Weekday call out	Each	25				
1.4.12.2	Weekend call out	Each	25				
<b>SUBTOTAL 1.4.10 – 1.4.12.2</b>							

Item no.	Description	Unit	Estimated quantity	Net Unit Price excl VAT. (Year 1)	Net Unit Price excl VAT. (Year 2)	Net Unit Price excl VAT. (Year 3)	TOTAL
	<u>MISCELLANEOUS</u>						
	<b>Paint – undercoat, single coat</b>						
1.4.13.1	Standard 4.0m traffic signal pole	per pole	50				
1.4.13.2	Standard 6.0m traffic signal pole	per pole	50				
1.4.13.3	Standard overhead pole with mounting frame (3.5m outreach)	per pole	5				
	<b>Paint – Yellow, single coat</b>						
1.4.14.1	Standard 4.0m traffic signal pole	per pole	50				
1.4.14.2	Standard 6.0m traffic signal pole	per pole	50				
1.4.14.3	Standard overhead pole with mounting frame (3.5m outreach)	per pole	5				
	<b>Paint – Black, single coat</b>						
1.4.15.1	Standard 4.0m traffic signal pole	per pole	50				
1.4.15.2	Standard 6.0m traffic signal pole	per pole	50				
1.4.15.3	Standard overhead pole with mounting frame (3.5m outreach)	per pole	5				
<b>SUBTOTAL 1.4.13.1 – 1.4.15.3</b>							

Item no.	Description	Unit	Estimated quantity	Net Unit Price excl VAT. (Year 1)	Net Unit Price excl VAT. (Year 2)	Net Unit Price excl VAT. (Year 3)	TOTAL
1.5	<b><u>UNINTERRUPTED POWER SUPPLY</u></b> Supply and installation of complete UPS system:						
1.5.1	Supply of a complete UPS system inclusive of an ultra-secure UPS cabinet, 3KVA, 48V inverter / 5KW battery unit (Lithium Type).	Each	5				
1.5.2	Installation of complete UPS system including concrete plinth and COC (testing)	Each	5				
1.5.3	Supply of 5KW lithium battery	Each	5				
1.5.4	Supply of ultra-secure UPS cabinet	Each	5				
1.5.5	Installation of 5KW Lithium battery	Each	5				
1.5.6	Installation of ultra-secure UPS cabinet, including concrete plinth	Each	5				
<b>SUBTOTAL 1.5.1 – 1.5.2</b>							

## PRICING SCHEDULE – Part C2.2

### **C.2.2 PRICING SCHEDULE**

SUMMARY OF ITEM 1 – SUPPLY, DELIVERY AND IMPLEMENTATION OF TRAFFIC CONTROL DEVICES (TRAFFIC SIGNALS).

	TOTAL
SUBTOTAL 1.1 – 1.2.7	
SUBTOTAL 1.3.1 – 1.3.6	
SUBTOTAL 1.4.1 – 1.4.3.4	
SUBTOTAL 1.4.4.1 – 1.4.4.9	
SUBTOTAL 1.4.5.1 – 1.4.6.6	
SUBTOTAL 1.4.7.1 – 1.4.7.14	
SUBTOTAL 1.4.8.1 – 1.4.9.4	
SUBTOTAL 1.4.10 – 1.4.12.2	
SUBTOTAL 1.4.13.1 – 1.4.15.3	
SUBTOTAL 1.5.1 – 1.5.6	
TOTAL (EXCL.VAT)	
15% VAT	
TOTAL (INCL.VAT)	

# SCOPE OF WORK (Part C3)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

## **PART C3**

Part C3.1	Description of Works
Part C3.2	Procurement
Part C3.3	Construction
Part C3.4	Management

### **Part C3.1 Description of Works**

#### **CONTENTS**

3.1.1	EMPLOYER'S OBJECTIVES
3.1.2	OVERVIEW OF THE WORKS
3.1.3	EXTENT OF THE WORKS
3.1.4	LOCATION OF THE WORKS

#### **3.1.1. EMPLOYER'S OBJECTIVES**

The Employer's objective is to maintain traffic devices/signals infrastructure in the Saldanha Bay municipal area as and when required.

#### **3.1.2. OVERVIEW OF THE WORKS**

The Works are for the maintenance, repair and replacement of traffic signal devices where necessary to existing infrastructure as and when required by Saldanha Bay municipality for the duration of the term tender contract by the highest ranked available contractor in the term contract for the particular items.

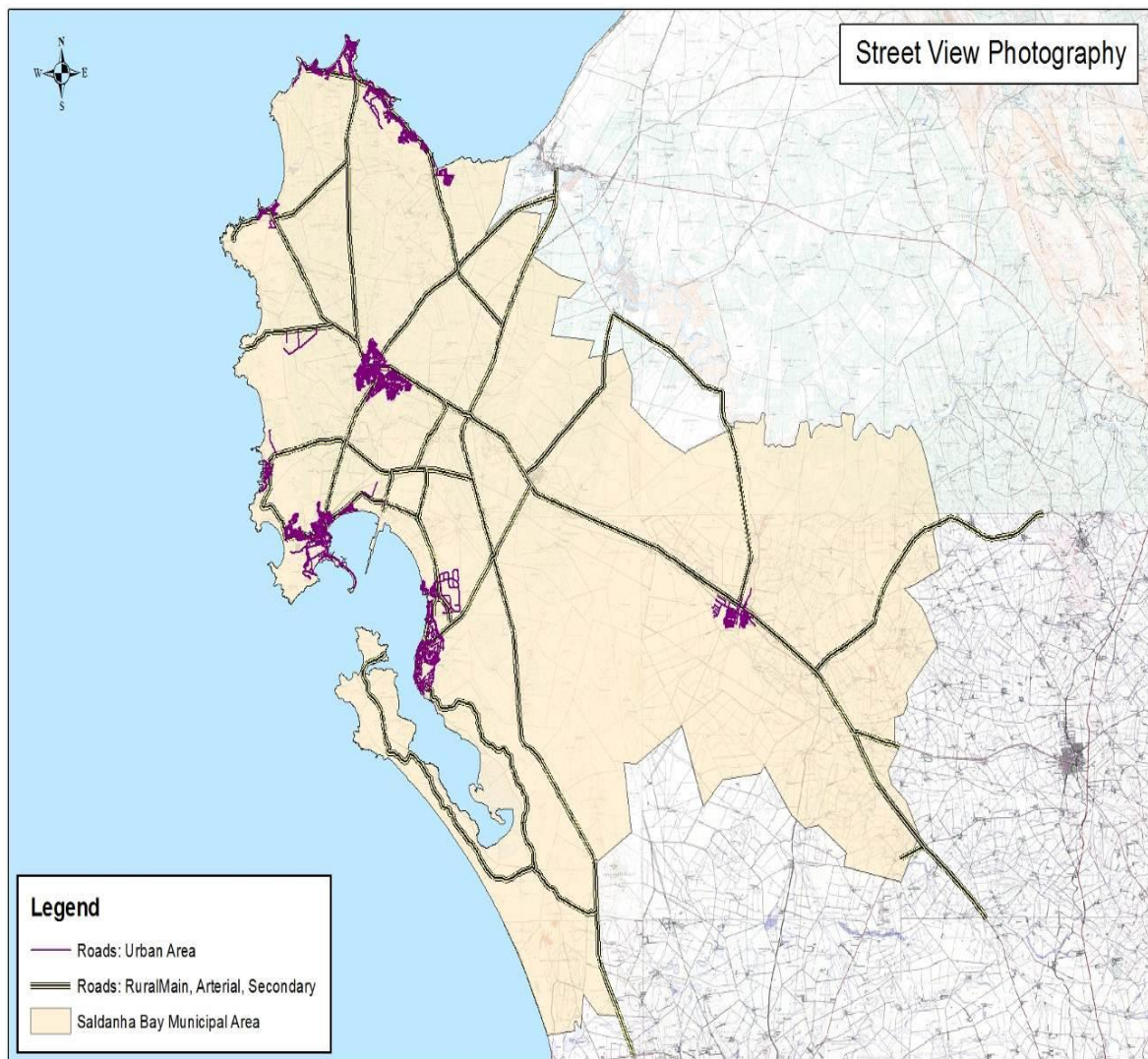
#### **3.1.3. EXTENT OF THE WORKS**

Work items under this term tender contract may include (but are not limited to) any one or more of the following:

- Maintenance of Traffic devices
- Repair of Traffic devices
- Replacement of Traffic devices

#### **3.1.4. LOCATION OF THE WORKS**

The Contractor will be required to work in all towns identified by the employer's agent, i.e. Vredenburg, Saldanha, St Helena Bay, Langebaan, Jacobs Bay, Paternoster, Hopefield and all other smaller towns within the boundaries of the Saldanha Bay Municipality, as shown on the drawing below.



### C3.2 PROCUREMENT

3.2.1 An official order will be issued for work and include the site hand over date.

3.2.2 Work may only commence after an official order was received.

3.2.3 The contract will commence on the day of site hand over and work must be done within the stipulated time period agreed between the contractor and the client as per the signed programme. No project will exceed a six-month period.

## **C3.3 CONSTRUCTION**

### **SPECIFICATIONS**

#### **1. SCOPE**

The following section specifies the technical requirements for the procurement and implementation of new traffic control devices (traffic signals) and the maintenance of existing traffic control device installations falling within the area of jurisdiction of Saldanha Bay Municipality.

#### **2. GENERAL**

##### **2.1 RELEVANT CODES OF PRACTICE, POLICY AND GUIDELINES**

- 2.1.1 The Contractor shall comply with the statutory requirements in regard to safety precautions to be taken during all activities.
- 2.1.2 Traffic control devices shall comply in all respects with the requirements of the National Road Traffic Act, 1996 (Act No. 93 of 1996), and the National Road Traffic Regulations promulgated in terms of the Act, as amended.
- 2.1.3 For all forms of traffic control devices reference should be made to the latest edition of the South Africa Road Traffic Signs Manuals (SARTSM).
- 2.1.4 All equipment and material tendered must be clearly stamped or marked with the manufacturer's brand name/logo or any other identifiable marking that will be freely and clearly available after installation, to identify the manufacturer during maintenance or with breakdowns to ensure effective quality control. Items equipped with data plates complies, provided that the manufacturer are clearly indicated on the data plate.
- 2.1.5 Items that are difficult or impossible to mark shall be tagged with a metal type data plate or tag with the manufacturer's data stamped or printed onto the plate or tag and shall be affixed by means of a durable cable or other binding material to a clearly visible point of the item or any one of the items in a batch delivery.
- 2.1.6 Tenderers wishing to tender must ensure that the items being tendered for, forms part of the daily core business of the tenderer. Other items must be sourced from a reputable supplier of which those items form part of that supplier's core business and must be so indicated on the tender document.
- 2.1.7 When tendering on "equivalent" equipment, the onus lies with the tenderer to prove that items tendered are indeed equivalent to or supersedes the specifications of listed items in the tender document.
- 2.1.8 No items may be tendered by a tenderer for which the tenderer can't support the full warranty/guarantee as is offered standard by the manufacturer when supplied through the manufacturers supported dealer network.
- 2.1.9 Items must be delivered fully functional and operational to the applicable SANS or International (IEC, BS, etc.) standards, notwithstanding any omissions or

errors in the specifications. Costs to make the supplied items safe, functional and operational or to exchange delivered and installed sub-standard (non-compliant) items for new compliant items that meet the minimum requirements or standards, will be for the tenderer's account.

2.1.10 Each works project shall be in the value range of above R1 up to R6 000 000 including VAT).

## **ITEM 1 – TRAFFIC SIGNAL INSTALLATION & MAINTENANCE**

### **1.1 ACCOMODATION OF TRAFFIC**

- It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM).
- The safety of the travelling public is of utmost importance and every effort shall be made to ensure that all warning signs, barricades, flagmen and speed controls are maintained and effective and that courtesy is extended to the public at all times.
- Sufficient warning and protection must be provided for pedestrians at all times at the site of construction.

### **1.2 EXCAVATION**

- All construction work shall conform to the latest edition of SANS 2100.
- The footings for traffic control devices will be hand excavated and the rate shall allow for excavation in all types of material. The item will be measured per number of complete excavated footings per type of traffic signal pole.
- All cable trenches shall be cleared of debris before cables are laid. A 100 mm layer of sifted soil must be placed over the cables and compacted. All cables under roadways and paved surfaces must be laid in 110 mm or 160 mm PVC ducts to facilitate maintenance. The trench must be backfilled and thoroughly compacted in 150 mm layers with the original material.
- The Contractor shall be responsible for any required way leave applications and is responsible for ensuring the protection of any underground services in the work area.
- Where reference is made to removing and spoiling of material, the rate shall include the removal and spoil of material immediately on completion of the work.
- The Contractor shall make use of the existing municipal road infrastructure to transport the material to designated dumpsites.

- Any spillage caused by the Contractor's activities on any of the roads that he uses during the contract period shall be cleaned by the Contractor immediately.

### **1.3 REINSTATEMENT OF PAVEMENT LAYERS**

- All construction work shall conform to the latest edition of SANS 2001.
- The Contractor shall be required to provide evidence of compaction tests conducted on pavement layers and asphalt surfacing, as well as evidence of material used as and when required by the Engineer.
- Workmanship shall be of the highest quality and any inferior work will be rejected. Any rejected work shall be made good at the Contractor's cost.

### **1.4 INSTALLATION & MAINTENANCE OF TRAFFIC SIGNALS**

#### **GENERAL**

All traffic signal equipment, materials, installation, testing, commissioning and maintenance shall comply with the South African Road Traffic Signs Manual (SARTSM) and the latest applicable South African National Standards (SANS).

Traffic signal installations shall comply with SANS 2149 – Road traffic signal installations.

Traffic signal lanterns, including LED signal modules, shall comply with SANS 2152 – Road traffic signal lanterns.

Traffic signal controllers and controller cabinets shall comply with SANS 2153 – Road traffic signal controllers.

Pedestrian signal units, including pedestrian push buttons and associated equipment, shall comply with SANS 2154 – Pedestrian signal units.

All electrical wiring, earthing, bonding and protection shall comply with SANS 10142-1 – The wiring of premises (Low-voltage installations) and the requirements of the local electricity supply authority.

All cables supplied and installed shall comply with SANS 1507 (series).

All enclosures, cabinets and electronic equipment shall provide a minimum ingress protection rating in accordance with SANS IEC 60529, suitable for coastal and outdoor environments.

## **OPERATIONAL REQUIREMENTS**

The Contractor shall attend to reported faults within 24 hours of notification.

Where a traffic signal installation cannot immediately be restored to full operation, the Contractor shall ensure that the affected intersection is made safe in accordance with SARTSM requirements.

The Contractor shall provide a dedicated primary contact number and standby contact details and shall keep the Employer informed of the status of all call-outs.

A record of all call-outs, maintenance activities and repairs performed per installation shall be maintained and submitted to the Employer on a monthly basis, in accordance with SARTSM Volume 3 requirements.

## **TRAFFIC SIGNAL POLES**

- Traffic signal poles shall be manufactured from structural steel and designed in accordance with the requirements of SANS 10160 (Series).
- All traffic signal poles and associated steel components shall be hot-dip galvanized in accordance with SANS 1461 to provide adequate corrosion protection suitable for outdoor and coastal environments.
- Traffic signal poles shall have a nominal internal diameter of approximately 105 mm with a wall thickness of not less than 4 mm and not exceeding 5 mm, unless otherwise approved by the Engineer.
- The height, horizontal position and alignment of traffic signal lanterns shall comply with the requirements of the South African Road Traffic Signs Manual (SARTSM), ensuring adequate visibility for approaching road users.
- The Contractor shall ensure that all supports and pole structures are of adequate strength, rigidity and stability to safely support the traffic signal equipment and associated fittings under operational and environmental loading conditions.
- Poles shall be installed in properly constructed foundations to ensure stability and shall be positioned to provide sufficient clearance between the traffic signal equipment and vehicles using the roadway, taking into account road geometry, kerb alignment, edge radii and camber.
- The positioning of traffic signal poles shall be such that they do not obstruct pedestrian walkways, driveways, cycle lanes or other public access routes, and shall comply with the layout requirements specified in the SARTSM.

## **POLE CAPS**

- The pole cap shall be manufactured from carbon fibre strengthened fiberglass, glass-reinforced plastic or approved UV-resistant plastic.
- There shall be sufficient space inside the assembly for connecting the incoming cable to the head wiring. The assembly shall be so designed as to avoid the possibility of a live core making contact with the external covering as far as

possible.

- The base of the pole cap shall be provided with a suitable earth terminal.

## **HOUSING / CABINETS**

- Traffic signal controllers and controller cabinets shall comply with SANS 2153.
- Controller cabinets shall be suitable for outdoor installation and shall provide a minimum protection rating of IP54 or higher in accordance with SANS IEC 60529.
- Cabinets shall be manufactured from corrosion-resistant material or mild steel protected by suitable anti-corrosion coating or galvanizing.
- Easy and safe access shall be provided to all controller components and ancillary equipment for maintenance and servicing.
- Cabinet doors shall be fitted with:
  - Lockable mechanisms
  - Door stays capable of holding the door open during maintenance operations.
  - A document holder capable of securely storing at least four A4 laminated documents shall be fixed to the inside of the cabinet door.
- All cables entering the controller cabinet shall pass through a gland plate, and the base of the cabinet shall be sealed and vermin-proof.
- Controller cabinets shall be properly earthed in accordance with SANS 10142-1.

## **TRAFFIC SIGNAL LANTERNS**

- Traffic signal lanterns shall comply with SANS 2152.
- Signal heads shall be manufactured from UV-stabilised engineering polymer, glass-reinforced plastic, or equivalent corrosion-resistant material suitable for outdoor use.
- The signal housing shall have a matt black finish to minimise reflection and glare.

- Each signal face shall contain vertically arranged optical systems.
- All fasteners, brackets and mounting hardware shall be manufactured from stainless steel or other corrosion-resistant materials.
- The optical system shall be dustproof, weatherproof and resistant to ultraviolet radiation and coastal atmospheric conditions.
- The diameter of the optical system shall be 210 mm and shall be designed to accommodate 210 mm LED signal modules.
- The signal head shall be designed to allow horizontal adjustment after installation.
- Mounting brackets shall be suitable for pole mounting and shall permit secure clamping to signal poles without damaging the pole surface.
- A visor (hood) shall be provided for each signal aspect.
- The visor shall:
  - Have a minimum length of 160 mm
  - Be finished in matt black
- Minimise phantom illumination and sun glare.
- No visible light shall pass between the lantern and backing board interface.
- Five-aspect signal heads shall consist of a three-aspect main signal head with two-aspect subsidiary signal heads, supplied with all necessary mounting brackets and fixings.

### **TRAFFIC SIGNAL BACKING BOARDS**

- Backing boards shall be manufactured from glass-reinforced plastic (GRP) or approved UV-resistant polymer material.
- Backing boards shall be of the standard rounded type as specified in the South African Road Traffic Signs Manual (SARTSM).
- The backing board shall extend 250 mm to 270 mm from the centre of the optical system.
- Backing boards shall be resistant to corrosion, ultraviolet radiation, and coastal environmental conditions.

## **LED SIGNAL MODULES**

- LED signal modules shall comply with SANS 2152.
- LED modules shall be designed specifically for traffic signal applications and shall provide uniform luminous intensity and colour output in accordance with the applicable SANS requirements.
- LED modules shall be sealed to prevent dust and moisture ingress and shall provide a minimum protection rating of IP65 in accordance with SANS IEC 60529.
- LED modules shall have a minimum warranty period of five (5) years.
- LED modules shall be designed to fit standard 210 mm signal lanterns without modification.

## **PEDESTRIAN PUSH BUTTONS**

- Pedestrian signal units shall comply with SANS 2154.
- Push-button assemblies shall be manufactured from die-cast aluminium or corrosion-resistant material suitable for outdoor installation.
- All external edges and corners shall be rounded to prevent injury to pedestrians.
- The push-button housing shall be waterproof and vandal resistant.
- The push button shall be shielded from accidental activation and designed to prevent jamming due to foreign objects, corrosion or moisture.
- The push-button assembly shall be suitable for pole mounting on a pole with a diameter of approximately 115 mm.
- The push button shall be coloured golden yellow with a permanent black legend or symbol clearly indicating pedestrian operation.
- The push button mechanism shall be replaceable without removing the complete unit from the pole.

## **C3.4 MANAGEMENT**

### **3.4.1. ENVIRONMENTAL MANAGEMENT PROGRAMME**

#### **3.4.1.1 Employer's Agent's authority to delegate**

In terms of Clause 3.2.4 of the General Conditions of Contract, Third Edition, 2015 (GCC 2015), the Employer's Agent has the authority to appoint a representative. Other than the Employer's Agent's Representative (ER) in terms of Clause 3.2, this can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

Depending on the nature/environmental sensitivity of the Contract the following variations in the organisational structure are possible:

The ER may work together with an EO; or

There may be an ER only (for construction projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.

There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

#### **3.4.1.2 Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the EM Specification. The Contractor shall ensure that these delivery drivers are supervised during off loading by someone with an adequate understanding of the requirements of the EM Specification.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads, including but not limited to, sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Agent's approval.

Stockpile areas shall be approved by the Employer's Agent before any stockpiling commences.

### **3.4.1.3 Hazardous substances**

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site for use during construction shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer's Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.

### **3.4.1.4 Fuel (petrol and diesel) and oil**

#### Storage

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer's Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting "**No Smoking**", "**No Naked Lights**" and "**Danger**" conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area

shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal site approved by the Employer's Agent.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

### Refuelling

Plant shall be refuelled at a designated refuelling area approved by the Employer's Agent. The surface under the temporary refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material (e.g. Spill Sorb or Enretech #1 powder or equivalent) readily available that is designed to absorb, break down and encapsulate minor hydrocarbon spillage. The quantity of such material shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

### Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer's Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

#### **3.4.1.5 Ablution and toilet facilities**

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided.

The Contractor shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor's personnel will not be permitted to use the municipalities' ablution facilities.

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer's Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Contractor shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from

Site. Toilets shall also be emptied before any temporary site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times. No ablution facilities shall be located closer than 50m to any water body

A Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

#### **3.4.1.6 Eating areas**

The Contractor shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

#### **3.4.1.7 Solid waste management**

##### Litter and refuse

The site shall be kept neat and clean at all times, littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids, of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved. Wherever possible refuse shall be recycled, and containers for glass, paper, metals and plastics shall be provided and the contents delivered to suitable recycling facilities when necessary.

All other litter and refuse shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

##### Construction waste

Where possible all construction waste or spoil material shall be recycled, either on Site or elsewhere. As a last resort all construction waste shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

#### **3.4.1.8 Contaminated water management**

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and the water table and/or any adjacent water courses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a

conservancy tank for removal from the Site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and to runoff from fuel storage, refuelling or construction equipment washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the stormwater system or elsewhere on Site. Brush/roller wash facilities shall be established to the satisfaction of the Employer's Agent.

A Method Statement shall be provided by the Contractor detailing the management of contaminated water.

#### **3.4.1.9 Asphalt and bitumen**

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer's Agent. This area shall be indicated on the Method Statement for the Layout and Preparation of the Contractor's Camp. The storage area shall be constructed with an appropriate base, bunding and sump to the satisfaction of the Employer's Agent. A Method Statement shall be provided in this regard.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating shall only be undertaken using LPG or similar zero emission fuels. Appropriate fire - fighting equipment shall be readily available on Site.

#### **3.4.1.10 Dust**

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust.

#### **3.4.1.11 Clearance of Site on completion**

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements:

- Clean-up of improperly secured transported materials, and rehabilitation of storage areas.
- Remediation of hydrocarbon spill and leak areas.
- Disposal of litter, refuse and Contractor's waste.
- Removal of temporary fences and Contractor's camp.
- Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.
- Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

- Rehabilitation of heritage and natural features, including vegetation, which is damaged or disturbed, which required protection in terms of these clauses.
- Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor and removal of contractor's advertising signage.

### **3.4.2. HEALTH AND SAFETY**

#### **3.4.2.1 Legal Requirements**

All Contractors entering into a Contract with Saldanha Bay Municipality, shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of Occupational Health Safety Act shall be available on site at all times.
- Compensation for Occupational injuries & Diseases Act (Act 130 of 1993). The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation insurer before being awarded the Contract. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be available on site at all times.
- Disaster Management Act

#### **3.4.2.2 Structure and Responsibilities**

##### **Overall Supervision and Responsibility for Occupational Health and Safety**

- The Client (Saldanha Bay Municipality) is to ensure that the Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Occupational Health & Safety Plan.
- The Chief Executive Officer of the Contractor, in terms of Section 16(1) of the Act, is to ensure that the Employer (as defined in the Act) complies with the Act.
- It is a requirement that the Contractor, when he appoints Sub-Contractors in term of Construction Regulations 7 (1) (c) includes an Occupational Health & Safety Act Section 37(2) agreement ("Agreement with Mandatory") in his agreement with the Sub-Contractors.
- The Contractor must have an Occupational Health & Safety Act (85 / 1993), Section 16(2) appointee.
- The municipality must ensure that the contractor appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

##### **Further (Specific) Supervision Responsibilities for Occupational Health & Safety**

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulation. The appointments shall be in writing and the responsibilities clearly stated together with the period for which the

appointment is made. This information must be communicated and agreed with the appointees and be available in the safety file on site.

**Important: No contractor will be allowed to commence work at any construction site before the Site Access Certificate has been approved by the Project Manager and SBM SHER Manager.**

**Designation of Occupational Health & Safety Representatives (Section 18 of the Occupational Health & Safety Act)**

### **3.4.2.3 Administrative Controls and the Occupational Health & Safety File**

#### **The Occupational Health & Safety File**

As required by Construction Regulation 7(1) (b), the Contractor and other Contractors will each keep an updated Occupational Health & Safety File on site containing the following documents as a minimum:

- Notification of Construction Work (Construction Regulations 4) (Annexure 2)
- Copy of Occupational Health & Safety Act (updated) (Gen Administrative Regulation 4)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copies of Occupational Health & Safety Committee and other relevant Minutes
- Designs/drawings (Construction Regulation 7(1) (e))
- A list of Contractors including copies of the agreements between the parties (Section 37(2) agreement in terms of the OHS act) and the type of work being done by each Contractor (Construction Regulation 9)
- Appointment/Designation forms (For example H&S rep, first aider etc.)
- Appointment of Compliance officer in relation to Covid pandemic
- Electrical Installations, -Equipment & -Appliances including temporary certificate of compliance
- Valid Medical Certificated of Fitness (Construction Regulation 7 (1))
- Covid Plan and risk assessment

#### **Notification of Construction Work**

The Contractor shall, where the Contract meets the requirements laid down in Construction Regulation 4, notify the Department of Labour within 7 days of the intention to carry out construction work. A copy must be held on the Occupational Health & Safety File.

### **3.4.2.4 Training, Awareness and Competence**

#### **General Induction Training**

All persons on site are to attend a general induction session presented by the Contractor. All persons on the site shall be in possession of documentation/proof that they have undergone General Induction training. The Contractor will be required to develop project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

### **Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment (for example overhead cranes) shall be in possession of documentation proving that they have undergone training to operate said vehicles, plant and equipment. All employees in jobs requiring training in terms of the Act and Regulations shall be in possession of valid proof of training as required.

### **Competence**

The Contractor shall ensure that all appointed staffs is competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation change. Records of all training shall be kept on the Health & Safety file for auditing purposes.

### **Consultation, Communication and Liaison**

*Occupation Health & Safety* Liaison between the Client, Principal Contractor, other Contractors, Designer and other concerned parties will be through the Client/Project Manager or the representative assigned by the Client. In addition to the above, communication may be directly with the Client or his appointed Agent, verbally or in writing, as and when the need arises. The Principle Contractor will be required to do Site Safety Audits with the Client/Project Manager on a basis to be determined between the two parties.

All the results of the abovementioned inspections shall be in writing, reviewed, endorsed and placed on the Occupational Health & Safety File.

#### **3.4.2.5 Incident Reporting and Investigation**

##### **Reporting of Accidents and Incidents**

The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb

Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely either to die or to suffer a permanent physical

defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed to the Client within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect.

### **Accident and Incident investigation**

The Contractor is responsible for the investigation of all accidents/incidents where employees and nonemployees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic and the results of the investigation shall be entered into the Accident/Incident Register. The Contractor is responsible for the investigation of all minor, non-injury incidents and near misses. Saldanha Bay Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

The Contractor is required to provide the Client with copies of all internal and external accident/incident investigation as well as all statutory reports required in terms of the Act within 7 days of the incident occurring.

#### **3.4.2.6 Operational Control**

### **Emergency Preparedness, Contingency Planning and Response**

The Contractor shall appoint a competent person to act as Emergency Coordinator. The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures.

### **First Aid**

The Contractor shall provide relevant First Aid equipment and have qualified First Aider/s on site as required by General Safety Regulation 3 of the Occupation Health & Safety Act.

### **Security**

The Contractor shall develop, implement and maintain Security- and Site Access Control rules and procedures throughout the construction period. Access control shall include the rule that non-employees will not be allowed on site unaccompanied.

### **Fall Protection (Working in Elevated Positions)**

Any work undertaken at height above ground level higher than two metres or any floor level will be classified as "Work in Elevated Positions" and a pre-emptive Risk

Assessment shall be carried out. Workers working in elevated positions shall be trained to do this safely, without risk and compliant with legislation.

## **Scaffolding**

Detailed consideration shall be given to all scaffolding to ensure that it is properly planned to meet the working requirements. Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person (Proof of competence to be put on the OHS File).

## **Construction Vehicles & Mobile Plant (CV&MP)**

All Construction Vehicles and Mobile Plant shall be inspected by the Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health & Safety Act and Regulations.

No unauthorised persons are to be allowed to drive CV&MP. Operators/driver of CV&MP shall be competent to operate the equipment safely and be in possession of a valid medical certificate issued by an Occupational Medicine Practitioner testifying that the holder is physically and psychologically fit to operate the equipment.

## **Electrical Installations**

Temporary electrical installations shall be carried out by competent persons, and controlled by a competent person that has been appointed to do so in writing, in accordance with Construction Regulation 24 and the Electrical Installation Regulations. Temporary electrical installations shall be inspected at least once per week by a competent person and a record of the inspections kept in the Occupational Health & Safety File.

The Contractor **shall** ensure that:

Existing electrical services are located and marked before construction commences and during the progress thereof. Where this is not possible, workers with jackhammers etc. are to be protected against electric shock by the use of suitable protective equipment like insulated handles, rubber mats etc.

Electrical installations and –machinery are sufficiently robust to withstand working conditions on site.

All electrical machinery used on site are inspected before start-up on a daily basis by a competent person and that a record of the inspection is kept in the Occupational Health & Safety File.

An electrical and mechanical lock-out procedure for the construction site shall be developed by the Principle Contractor and submitted for approval by the Project Manager before construction commences. This lock-out procedure shall be adhered to by all Contractors on site.

### **3.4.2.7 Asbestos**

#### **Regulation 10: Notification of asbestos work**

- (1) No employer, self-employed person or asbestos client may carry out any **type 1 asbestos work** unless the Chief Director: Provincial Operations has been **notified in writing** of the location, venue and contact details of where the asbestos work will be done, **at least seven days prior to commencement of such work**.
- (2) No employer, self-employed person or asbestos client may carry out any **type 2 or type 3 asbestos work** unless the Chief Director: Provincial Operations has been notified, in writing, **at least seven days prior to commencement** of such work.
- (3) A shorter time period for notification contemplated in sub regulations (1) and (2) may be allowed by the Chief Director: Provincial Operations in the event of any emergency.
- (4) Written notification contemplated in sub regulation (2) must be provided in the format indicated in **Annexure 2**.
- (5) The relevant Chief Director: Provincial Operations must ensure **that acknowledgement of receipt is provided, in writing**, to the employer, self-employed person or asbestos client **within the seven- day** notification period.

#### **Regulation 8: Duties of persons who may be exposed**

- (3) **Persons involved in type 1 asbestos work** must obey any lawful instructions pertaining to occupational health and safety given by or on behalf of the employer, as applicable, regarding -
  - a) The acquisition of a copy of the relevant part of the inventory of asbestos in place for the workplace;
  - b) The demarcation of the regulated asbestos area, as required in regulation 18, to prevent unauthorised entry, using signage as per Annexure 1;
  - c) As far as is reasonably practicable, the use of non-destructive wet methods during removal procedures;
  - d) The use of appropriate tools and equipment to limit, as far as is reasonably practicable, the release of asbestos dust;
  - e) The appropriate type and use of personal protective equipment and clothing;
  - f) The thorough decontamination of equipment;
  - g) The containment, and labelling in terms of regulation 20, and disposal of asbestos waste in terms of regulation 21; and
  - h) The disposal of used disposal overalls and respiratory protective equipment, where applicable, as asbestos waste.
- (4) **Any persons involved in type 2 and type 3 asbestos work**, who may be exposed to asbestos at the workplace, must obey any lawful instruction pertaining to occupational health and safety, given by or on behalf of the employer or a self-employed person, regarding –

- a) Compliance with requirements of the asbestos plan of work that was approved for that site-specific asbestos work in terms of regulation 15;
- b) As far as reasonably practicable, the use of non-destructive wet methods during asbestos removal work;
- c) The prevention of asbestos dust becoming airborne;
- d) The appropriate type and use of personal protective equipment and clothing;
- e) Wearing of monitoring equipment to measure personal exposure to asbestos;
- f) Reporting for medical surveillance as required by regulation 17;
- g) The cleaning up and disposal of any asbestos waste;
- h) Decontamination of the structure of a workplace, building or plant, of any visible dust residue where asbestos removal work has been undertaken;
- i) Housekeeping at the workplace, personal hygiene and good environmental and health practices, including eating, drinking and smoking in designated places, as provided;
- j) Information and training received as contemplated in regulation 7;
- k) The correct decontamination procedure that must be followed as given in the approved plan of work.

### **Regulation 9: Control Exposure to Asbestos**

Employers and self-employed persons **must not allow anybody to work in or to enter an environment in which they may be exposed to asbestos** that will exceed the exposure limit for asbestos. The exposure limit is currently set at a 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248.

Employers must, by means of applying good occupational hygiene principles, **keep the airborne asbestos concentration in the workplace at the lowest possible level**, but definitely not in excess of the occupational exposure limit (OEL). Good occupational hygiene principles include the following:

- The design and layout of the workplace, engineering measures to control dust, good housekeeping, and good personal hygiene are **the first line of defence**.
- **Administrative controls**,
- Thorough **training and supervision of employees**; and
- The **involvement of all employees** in safety and health matters in the workplace.

In cases where the concentration of airborne asbestos fibres cannot be contained at or below the occupational exposure limit, employees must be issued with approved/homologated respiratory protective equipment (minimum P2 or FF2). However, this is the last line of defence, and the employer must first be able to prove that there is no other reasonable way to reduce the airborne asbestos to below the OEL.

### **Regulation 12: Duties of registered asbestos contractor for asbestos work**

12. (1) In the case of **type 2 and type 3 asbestos work**, the registered asbestos contractor must –

- a) Undertake only the type of asbestos work for which they are registered by the chief inspector;
  - b) Appoint an occupational health and safety representative as contemplated in section 17 of the Act; and
  - c) Obtain a **copy of an up-to-date inventory of asbestos** in place from the asbestos client, prior to asbestos work taking place.
- (2) Before commencement of any asbestos work and during such work, the registered asbestos contractor must ensure that –
- a) A **risk assessment is performed** that includes –
    - i) Identification of the hazards to which persons may be exposed;
    - ii) An assessment of the risks related to the hazards based on a documented method; and
    - iii) Documented control measures to mitigate the risk;
  - b) The risk assessment contemplated in sub regulation (a) **is reviewed** –
    - i) At regular documented intervals
    - ii) When an incident has occurred; and
    - iii) When the scope of work changes; and
  - c) An up-to-date copy of the risk assessment **is made available at the relevant asbestos work site.**
- (3) The registered contractor must –
- a) Ensure that the **approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement** of asbestos work;
  - b) **Appoint in writing an asbestos removal supervisor** for each asbestos work site, who must ensure –
    - i) Occupational health and safety compliance on the asbestos removal site;
    - ii) Compliance with safe asbestos removal or repair procedures;
    - iii) The correct use of personal protective equipment; and
    - iv) Proper decontamination and waste disposal;
  - c) **Adhere to repair or removal methodology and associated control measures provided in the plan of work** approved for that specific asbestos work;
  - d) Ensure that the **employee medical and training records are available** on site for inspection and validation;
  - e) Ensure that at least the **following information** for every employee is recorded and **kept for a minimum period of 50 years** –
    - i) Physical address of every asbestos work project, and
    - ii) Names and identification numbers of employees potentially exposed;
  - f) Before commencement of asbestos work, ensure that –
    - i) An approved inspection authority has been appointed in writing by the asbestos client; and
    - ii) The registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and

- g) Where a fatality or permanent disabling injury occurs during asbestos work, ensure that a **report about the fatality or injury is provided to the Chief Director**: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

### **Regulation 13: Duties of approved inspection authorities for asbestos work**

**An approved inspection authority involved in type 2 or type 3 asbestos work must:**

- a) Ensure that the **appropriately registered asbestos contractor** performs only type 2 or type 3 asbestos work, as the case may be;
- b) Obtain a copy of an **up-to-date inventory of asbestos in place** from the asbestos client prior to asbestos work taking place;
- c) In consultation with the registered asbestos contractor, **compile a plan of work** in accordance with regulation 15;
- d) **Approve and submit the plan of work** at least seven days prior to commencement of asbestos work **to the Chief Director**: Provincial Operations for acknowledgement;
- e) **Receive acknowledgement from the Chief Director**: Provincial Operations within the seven –day period;
- f) **Confirm the employee medical certificate of fitness and asbestos training records** for that asbestos work;
- g) **Provide guidance and site-specific instructions** to the registered asbestos contractor on the approved plan of work;
- h) **Inspect adherence to the approved plan of work** and requirements of these **Regulations**;
- i) **Stop** any registered asbestos **contractor from executing any asbestos work which poses a health or safety risk** to persons until such time that the risk has been appropriately mitigated;
- j) **Perform planned asbestos air monitoring** in accordance with regulation 16 and provide, as soon as is reasonably practicable, air monitoring results to the registered asbestos contractor and asbestos client;
- k) **Issue is a written report**, which includes findings and, where necessary, recommendations; and
- l) **Ensure that**, upon completion of type 2 and type 3 asbestos work, **clearance is performed** as required in regulation 22.

#### **3.4.2.8 Housekeeping**

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987. Ensure that suitable housekeeping is continuously implemented on each construction site, including:

- The proper storage of materials and equipment;

- The removal of scrap, waste and debris at appropriate intervals;
- Ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- Ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14 (6);
- Ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

#### **3.4.2.9 Personal & Other Protective Equipment**

The Contractor shall identify the hazards. Engineering- and other solutions to mitigate the hazard(s) should be attempted before the issue of **personal protective equipment (PPE)** is considered.

The Contractor is required to inform employees of health and safety hazards and issue them with suitable equipment to protect them from these hazards. It is a further requirement that the Contractor maintains the equipment and instructs and train employees in the use of the equipment. Employees do not have the right to refuse to use/wear safety equipment.

#### **3.4.2.10 Medical Certificate of Fitness**

The Principal Contractor must ensure that all his/her employees have a **Valid Medical Certificate of Fitness** issued by an **Occupational Health Practitioner**.

#### **3.4.2.11 Public Health & Safety**

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers. **Appropriate signage** must be posted to this effect and all employees on site shall be instructed to insure that non-employees are protected at all times. All non-employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures.

#### **3.4.2.12 Any National Pandemic**

The contractor will provide a detailed plan outlining its scope of work and how it will protect it workers or those on its premises. Plan should include latest disaster management act and the directives applicable and how compliance will be enforced

### **3.4.2.13 Appendix:**

Notification of Construction work – To be provided by contractor at project stage where applicable.

Medical Certificate of Fitness - To be provided by contractor at project stag

**ANNEXURE 1**  
**AUTHORITY OF SIGNATORY**

**ANNEXURE 2**  
**PREVIOUS EXPERIENCE**

**ANNEXURE 3**  
**B-BBEE STATUS LEVEL**

**ANNEXURE 4**  
**MUNICIPAL INFORMATION**

**ANNEXURE 5**  
**VALID TAX CLEARANCE CERTIFICATE**

**ANNEXURE 6**  
**RECORD OF ADDENDA**

**ANNEXURE 7**  
**COMPANY PROFILE**

**ANNEXURE 8**

**COMPANY REGISTRATION & SHAREHOLDING**